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CURRENT TOPICS.

WE MAY remind our readers that the thirty-ninth anniversary festival of the Solicitors' Benevolent Association will be held on Friday next, the 16th inst. The Lord Mayor of Birmingham (MR. CHARLES G. BEALE) having consented to preside, there will doubtless be a considerable contingent of provincial support on the occasion, while all regular donors to these festivals in London will be glad to support a chairman equally well known in the Metropolis as in Birmingham.

THE DECISION of the Government on the question of the appointment of an additional judge of the High Court was stated by the Lord Chancellor in the House of Lords on Thursday evening, in reply to a question by Lord RUSSELL. He said that "Her Majesty's Government had considered the question, and, under the circumstances they had considered it right to agree to the appointment of an additional judge to be added to the Chancery Division.

MR. JUSTICE BYRNE at the close of the hearing of a motion to vary an order made on a chamber summons—*Forrester v. Jones* (reported *Forrester v. Jones*, W. N., 1899, p. 79)—observed: "I should like to say something on one point further. I heard this case at some length in chambers—I will not say at undue length, because the case is an important one. Directly the case was over, I was asked if I would give a certificate to go to the Court of Appeal at once upon the point. I said no; I thought that both the Court of Appeal and the parties had a right to an argument in court if the case was of sufficient importance to go to the Court of Appeal, and that when the parties who come before a judge in chambers are convinced beforehand that they will not be content with his decision if it is against them, and that the argument will take some considerable time, the right course is at once to ask leave to have the matter adjourned into court. It is the least expensive course to take, and it saves time."

IN THE case of *The Octo*, this week, Mr. Justice BUCKNILL refused to grant the plaintiffs, who had recovered less than £300 in an action in the High Court for damage by collision, a

certificate for costs on the High Court scale. At this time, when strenuous efforts are being made to extend the jurisdiction of the county courts, it is certainly very desirable that suitors should be discouraged from bringing actions in the High Court in which they have good reason to suppose that the amount which they will probably recover will not exceed the limit of the county court jurisdiction. At one time section 9 of the County Courts Admiralty Jurisdiction Act, 1868, expressly provided that if a person took proceedings in Admiralty in the High Court which he might have taken in the county court and failed to recover a sum exceeding the limit of county court jurisdiction in Admiralty matters, he should be deprived of his costs. That express direction, however, is no longer in force, as that section was repealed by the Statute Law Revision Act (No. 1), 1893, in consequence of the decision of the Court of Appeal, in *Rockett v. Chippendale* (1891, 2 Q. B. 293), that that section was inconsistent with R. S. C., ord. 65, r. 1, by which all costs are in the discretion of the judge. But although the judge has now an unfettered discretion, that discretion has hitherto been exercised upon a principle which tends to discourage such actions—namely, that such costs will only be allowed when, upon a consideration of all the facts of the particular case, the plaintiff is held to have acted properly and reasonably in bringing his action in the High Court: *The Saltburn* (1892, P. 333). Certainly in the case of *The Octo* there were no facts to justify such a course. The plaintiffs probably knew that the damage was unlikely to reach £300, and added a large claim for demurrage.

THE MAIN questions at issue in the appeals under the Workmen's Compensation Act heard on Monday last were covered by authority. In *Davies v. The Main Colliery Co.* an attempt was made to upset the finding of the county court judge that the claimant was dependent on the earnings of his son, a boy of sixteen years of age, whose death was the subject of the claim for compensation. The father was in receipt of substantial wages: his six children lived with him, and three of them (including the deceased) were earning wages which, when added together, slightly exceeded the earnings of the father: the whole of the wages were applied as a common fund for the support of the father, mother and six children. The question was whether the father was "dependent" upon the 8s. per week earned by the deceased, and the county court judge found that he was partly dependent upon those earnings. The Court of Appeal, following their own decision in *Simmons v. White Brothers* (1899, 1 Q. B. 1005), declined to say that the judge was not entitled so to find: they therefore dismissed the appeal. It would be difficult to define precisely what is meant by the word "dependent" as used in the schedule to the Act, but it is clear from these decisions that it is not to be restricted so as to denote an absolute dependence for the necessities of life: and whether there is "dependence" or not is a question of fact in each particular case. In *Fagan v. Reed Brothers* the Court of Appeal held that a workman who had unsuccessfully brought an action against his employers for negligence at common law in respect of an accident alleged to have occurred in the course of the employment could not afterwards proceed under the Workmen's Compensation Act in respect of the same accident: in so holding they followed their previous decision in *Edwards v. Godfrey* (ante, p. 494).

THE DECISION of the Divisional Court (DAY and LAWRENCE, JJ.) in *Muller & Co.'s Margarine (Limited) v. Commissioners of Inland Revenue*, following *Smelting Co. of Australia v. Commissioners of Inland Revenue* (1897, 1 Q. B. 175), places a strict construction upon the exemption in section 59 of the Stamp Act, 1891, in favour of property situated abroad. Under the section the *ad valorem* conveyance stamp has to be placed on contracts for the sale of equitable interests, and also for the sale of any estate or interest in any property "except lands, tenements, hereditaments, or heritages, or property locally situate out of the United Kingdom." In the *Smelting Co.'s* case an agreement made in this country for the sale of an estate in the Illawarra District of New South Wales included the benefit of a

sole licence granted to the vendors to use a patented invention in that district. It may be that a right to use a patent is too intangible to be strictly speaking situated anywhere, but it would probably have been within the fair construction of the term "locally situate out of the United Kingdom" to exempt a species of property which could only be used abroad. The Court of Appeal held otherwise, however, and decided that the patent right, valued in the sale at £50,000, had to pay *ad valorem* duty. In the present case the Divisional Court has perhaps gone a step further. The agreement in question was for the sale of a margarine manufactory in Germany. The items enumerated included (1) the goodwill of the business of Muller & Co. with the exclusive right to use that name; and (2) the freehold premises mentioned in the schedule to the agreement. The freehold premises were exempt from *ad valorem* duty as being situate in Germany, and it might be imagined that the goodwill of the business was sufficiently attached to the premises where it was carried on to have the same local situation. The Divisional Court, however, dissociated the goodwill from the premises, and held that it was not within the exemption of section 59. It is to be observed that in the *Smelting Co.'s* case it was suggested in the Court of Appeal that the words "property locally situate out of the United Kingdom" are to be construed with reference to the preceding words and apply only to immovables. But hitherto this point has not come up for decision. Patent rights and goodwill are alike excluded from the exemption, and are subject to *ad valorem* duty, on the ground that they have no local situation.

SECTION 74 of the London Building Act, 1894, provides that in every building, exceeding a certain size, which is "used in part for purposes of trade or manufacture, and in part as a dwelling-house," the part used as a dwelling-house shall be separated from the rest by certain fire-proof floors, &c. A fully-licensed public-house, which is not an hotel, has recently been built in four floors. The ground floor and the first floor are intended for use for the business of the house, while the second and third floors are for bedrooms and private rooms for the licensee and his household. It looks, at first sight, as if such a house were clearly within the section referred to, and in the recent case of *Carritt v. Godson* the London County Council endeavoured to persuade a Divisional Court so to hold. The court, however, has decided that the house is not one used in part for purposes of trade and in part as a dwelling-house, within the meaning of the London Building Act. It is to be noticed that public-houses are described and treated as dwelling-houses in more than one Act of Parliament. Thus, the Beerhouse Act of 1840 forbids the granting of a licence thereunder to sell beer to any person "who shall not be the real resident holder or occupier of the dwelling-house in which he shall apply to be licensed." Again, by section 43 of the Inland Revenue Act, 1880, the excise duty payable by retailers of spirits is made to depend upon the "annual value of the dwelling-house in which the retailer shall reside or retail spirits." In these and other Acts the whole house is considered to be a dwelling-house, although, as in section 45 of the Licensing Act, 1872, a distinction is sometimes drawn between rooms occupied by the inmates of the house and rooms for the accommodation of the public. If, therefore, the whole house is to be considered a dwelling-house, it may be argued that it can hardly be divided into two parts, one of which is not a dwelling-house. On the other hand, there does not seem to be any difficulty in the conception of a dwelling-house, part of which is used for the purposes of trade. The section in question, however, of the London Building Act was probably never intended to apply to houses such as that discussed in the recent case. It was intended to apply to the growing practice of building large blocks containing shops on the ground floor, and flats for residence on the other floors. In such buildings the business parts are under entirely different control from the private parts, whilst in a public-house the whole house is under the control, and in the occupation, of one person.

A VERY important question to licensed victuallers was recently before a Divisional Court in the case of *Brerley v. Morley* (ante, p.

529). The appellant had been convicted under section 51 of the Public Health Act, 1890, for keeping or using a room in his licensed house for public singing and music without a licence for that purpose. In the public-house in question there was a certain large room in which was a piano. To this room all the customers had free access, and numbers used to sit and drink in the room whilst volunteers from amongst them entertained the company with songs accompanied on the piano. The justices found as a fact that the room was so regularly and frequently used in this manner that this was the ordinary use of the room, and that the music and singing formed a substantial part of the entertainment for which the room was used. They therefore convicted, but their conviction was quashed by the High Court. It is by no means certain, however, that the court is right, and there is little doubt that the decision of the justices will commend itself to many. A large room, where music and songs can be listened to while the customer drinks, is a very great attraction to a public-house. It keeps the customer on the premises for a considerable time, and the longer he is on the premises the more he probably drinks. No doubt some of such places are the source of much drunkenness and other mischief, but until 1890 there was no attempt by Parliament to deal with the matter except in the neighbourhood of London. And even since that year the necessity of obtaining a licence for music outside the Metropolitan area depends upon the adoption of Part IV. of the Public Health Act, 1890, by the local authority. The mischief aimed at is clear, but this decision will make it very easy to evade the provisions for checking that mischief. The magistrates found as a fact that the ordinary use of the room was to hear music and singing. It is true the publican provided no performers and charged no admission fee, but he provided a piano and he allowed the music and singing to become a regular attraction to his house. Where an admission fee is charged, probably the sum collected is of less importance to the publican than the profit on the drink consumed, and it is hard to see that the fact that admission is free makes a difference. In fact, the room in question does seem to have been (in the words of the Act) "kept or used for public singing, music, or other public entertainment of the like kind" without a licence, as the magistrates found. The decision of the court in quashing the conviction seems also to be contrary to the cases decided upon the Act 25 Geo. 2, c. 36, which makes provisions for the Metropolitan area very similar (for the present purpose) to those made by the Act of 1890 for the country at large. In the case of *Marks v. Benjamin* (5 M. & W. 568), Baron PARKE said: "In the first place, the house or room must be kept with the defendant's knowledge; secondly, it must be kept for the purposes prohibited by the statute; there must be something like an habitual keeping of it, which, however, need not be at stated intervals; thirdly, it must be public, to which all persons have a right to go, whether gratuitously or on payment of money." These words might be supposed to exactly apply to the recent case, had not the High Court decided to the contrary effect.

IN THE CASE of *Ayerst v. Jenkins* (L. R. 16 Eq. 275) Lord SELBORNE, L.C., acted upon the salutary doctrine that the court will not set aside a settlement made upon an illegal consideration at the instance of the settlor or those claiming under him. In the recent case of *Phillips v. Probyn* (1899, 1 Ch. 811) NORTH, J., has established the distinction that, while the settlement is good against the settlor, the court will treat it as ineffectual if the trustees come and ask for directions how they are to apply the property. The distinction, though apparently technically correct, is unfortunate, as in the latter case also the settlement is practically set aside in favour of the settlor or persons deriving title under him. In *Ayerst v. Jenkins* and also in *Phillips v. Probyn* the settlement was made in anticipation of the settlor going through the ceremony of marriage with his deceased wife's sister. In *Ayerst v. Jenkins* a transfer of shares had been made to trustees, and the settlement declared trusts in favour of the lady for life, and after her death as she should by deed or will appoint. The parties lived together as man and wife until the settlor's death, and ten years after that event the legal personal representative of the settlor instituted a suit to have the settlement set aside. But Lord SELBORNE

held that the mere fact of the settlement being founded on an unlawful consideration was no ground for setting it aside at the instance of persons claiming under the settlor, the transfer of the property being complete. He made a reservation of the case where the settlor had repented of the unlawful connection, and desired the assistance of the court to extricate himself, and he distinguished the case of a bond or other obligation resting *in fieri*. Otherwise there was no equity to relieve against the settlement at the instance of the settlor, who was a party to the unlawful consideration, or of persons claiming through him. The case of *Phillips v. Probyn* was in its circumstances similar. By a deed which purported to be a marriage settlement, made in anticipation of marriage with a deceased wife's sister, the settlor conveyed real estate to trustees in fee in trust for himself for life, and then for the lady for life. The parties lived together from 1877 until the death of the settlor in 1891. The heir-at-law of the settlor during his life permitted the lady to receive the rents of the trust estates. After his death the trustees sought the direction of the court as to the application of the property. In substance the case was the same as though a claim was being made on behalf of the settlor, but technically the proceedings did not take this form, and hence NORTH, J., distinguished the case from *Ayerst v. Jenkins*. There was no estoppel against the representatives of the settlor on the ground of his being *particeps criminis*, and notwithstanding the executed gift, and the termination of the connection, NORTH, J., held that the trust in favour of the lady was unlawful, and must be treated by the trustees as non-existent.

THE LIABILITY OF A TENANT FOR LIFE TO REPAIR LEASEHOLD PROPERTY.

SINCE the decision of the Court of Appeal in *Re Courtier* (85 W. R. 85, 34 Ch. D. 136) there has been a remarkable difference of opinion among the judges of the Chancery Division as to its effect. In *Re Baring* (41 W. R. 87; 1893, 1 Ch. 61), and again in *Re Tomlinson* (46 W. R. 299; 1898, 1 Ch. 232), KEKEWICH, J., held that the decision absolves the tenant for life under a will of leasehold property from the obligation to repair in accordance with the covenants in the lease, whether the dilapidations have arisen in the lifetime of the testator or since his death. In *Re Redding* (45 W. R. 457; 1897, 1 Ch. 876) STIRLING, J., considered that the exemption under *Re Courtier* applied only to dilapidations which had arisen before the tenant for life became entitled to the property, while for a state of non-repair arising during his enjoyment he was liable. The same view was taken in Ireland by CHATTERTON, V.C., in *Kingham v. Kingham* (1897, 1 I. R. 170), and it has recently been indorsed by NORTH, J., in *Re Betty* (1899, 1 Ch. 821). In deference to the decisions of these three judges, KEKEWICH, J., has recently in *Re Giers* (ante p. 497) abandoned his former opinion, and the divergency, therefore, is at an end.

In *Re Courtier* a testator gave leaseholds, some of which were held on short terms, to trustees on trust for his wife for life. After her death the property was to be sold and the proceeds divided among four beneficiaries. The trustees were authorized, if they deemed it advisable, to sell his short leaseholds and allow the widow to receive the income of the investment of the proceeds. The trustees paid the rents to the widow, and she kept the houses in the same state of repair as they were in at the time of the testator's death. But the houses held on short leases were at that time much dilapidated, and, unless a considerable sum was laid out in repairing them, the testator's estate would be liable to heavy claims on the expiration of the leases. Under these circumstances the remaindermen applied for an order to oblige the tenant for life to apply the rents and profits in repairing the houses in accordance with the covenants in the leases, or, in the alternative, to concur in a sale of the short leases. The tenant for life was herself one of the trustees, the other being a remainderman. BACON, V.C., decided in favour of the tenant for life. She was under no obligation to do the repairs in question, and the court would not interfere with her discretion as to the exercise of the power of sale. The same view was taken by the Court of Appeal (COTTON, BOWEN and FRY, L.JJ.).

Undoubtedly there are expressions in the judgments delivered in *Re Courtier* which go to exonerate the tenant for life from all liability to bear the burdens of the leases. "She is not bound," said COTTON, L.J., "to the landlords under the covenants; the trustees are bound, and it is their duty to repair the houses in accordance with the covenants in the leases out of the *corpus* of the estate." But though this sentence is expressed generally, it is obvious from the following one that the learned lord justice had in mind the defect of repair which had occurred in the lifetime of the testator. "She is to enjoy these leaseholds in specie," he continued, "but she is under no covenant to repair, and there is nothing in the will to shew that the testator intended her only to have the net rents after making provision for the liabilities that arose in the testator's lifetime. It cannot be fairly left to the widow to make good the deficiencies of the testator." The judgment of BOWEN, L.J., does not refer to this restriction to want of repair existing at the testator's death, and it appears to absolve the tenant for life from all obligation to repair in accordance with the covenants of the lease, unless the obligation is placed upon him by the will; but the restriction is expressly referred to in the judgment of FRY, L.J., and forms the point from which he starts. "With respect to the first question, whether the court has power to order the tenant for life to put the premises into repair which were out of repair at the death of the testator, I am unable to find any principle or rule of law which throws any obligation on her to do this; and as there is an entire want of authority in its favour, it is clear that there is no such obligation."

But while the general tenor of the judgments in *Re Courtier* shews that the decision had reference only to the dilapidations due to the neglect of the testator, which might properly be left to be made good out of his general personal estate, this result was somewhat weakened by the attempts made to distinguish the case from the previous decision of FRY, J., in *Re Fowler* (16 Ch. D. 723). There a testator bequeathed leaseholds to trustees who were to receive the rents and profits and pay them to a tenant for life. After her death they were to be held for certain beneficiaries as tenants in common. The trustees claimed that the property should be repaired out of rents, and the court allowed the claim. It does not seem to have been suggested that the want of repair was due to the neglect of the testator, and the judgment went upon the principle that the trustees were bound to preserve the property for the remainderman. "Is it or is it not," said FRY, J., "the duty of trustees of leasehold property to keep it free from the risk of forfeiture? In my opinion it is their duty so to keep it in the interest of the remainderman. If so, out of what fund are they to perform that duty? It can only be out of the rents of the property, for there is no other fund applicable." In *Re Courtier* the Court of Appeal distinguished *Re Fowler* on the ground that in the latter case the trustees were in receipt of the rents and profits, and ought to apply them so as to preserve the property for the remainderman; while in *Re Courtier* the question was between tenant for life and remainderman. "If it"—i.e., *Re Fowler*—"had been a decision between tenant for life and remaindermen," said COTTON, L.J., "I should have had some difficulty in following it. But I consider it is no authority in the present case."

If *Re Courtier* was decided upon the principle of exempting the tenant for life only from liability to make good the deficiencies of the testator, it seems to have been unnecessary to refer to *Re Fowler*, and the fact that it was thus distinguished goes a good way to justify the assumption that the Court of Appeal was dealing with the general liability as between tenant for life and remainderman. In this sense it was understood by KEKEWICH, J., in *Re Baring* (*supra*). Referring to the two passages from the judgment of COTTON, L.J., quoted above, he said: "That last paragraph applies to a non-performance by the testator in his lifetime of the covenant to repair which gave rise to the question; but I do not read the lord justice's remarks as restricted to that, for I understand him to refer to the general question of liability." And after referring to the judgment of BOWEN, L.J., in the same sense, and to the distinction drawn between the case in question and *Re Fowler*, he continued: "With the decision in *Re Courtier* before me, I am not at liberty to rely on the general maxim, [namely, *Qui sentit commodum sentire debet et onus*]. I there have the point as clearly decided

as one can hope to find any point decided, and my bounden duty is to follow the case without regard to what might have been my opinion if it had not been before me."

The above represents one view of the decision in *Re Courtier*. A different view was taken by STIRLING, J., in *Re Redding* (*supra*), and he held that the references in the judgments to the dilapidations arising during the testator's life restricted the effect of the case accordingly. In *Re Redding* the question was whether under a direction to trustees to pay the income of leaseholds to the testator's widow she was entitled to the gross income, leaving the repairs to be borne by the *corpus* of the estate, or only to the net income after deducting ground-rents, current repairs, and other outgoings. STIRLING, J., decided in the latter sense. Referring to *Re Courtier* and to the construction placed upon it by KEKEWICH, J., he said: "Certainly in point of decision *Re Courtier* does not cover the present case, because it was exclusively directed to the question whether the tenant for life was bound to discharge the liabilities in respect of repairs to property which had accrued at the death of the testator. The decision of the Court of Appeal was given with reference to that and nothing else, for it seems to me that when the judgments are looked at that was the sole question the judges of the Court of Appeal dealt with." Notwithstanding this emphatic statement, KEKEWICH, J., in *Re Tomlinson* (*supra*) adhered to the view of *Re Courtier*, which he had taken in *Re Baring*. "I have read," he said, "the judgments of the Court of Appeal again, and I think I see what STIRLING, J., means, and there is a good deal to justify the conclusion at which he arrived; but with great respect I do not think the judgments will bear the narrow interpretation he put upon them."

Previously to *Re Tomlinson*, however, CHATTERTON, V.C., had, in *Kingham v. Kingham* (*supra*), declined to follow *Re Baring*, and had held *Re Courtier* to apply only to dilapidations existing at the commencement of the tenant for life's interest; and the same view was taken by NORTH, J., in the recent case of *Re Betty* (*supra*). Referring to the judgment of BOWEN, L.J., in *Re Courtier*, which, as pointed out above, is the most general in its terms, NORTH, J., said: "He does not distinguish in terms between disrepair in the lifetime of the testator and subsequent disrepair; but though no doubt his words are larger, I do not see any reason to suppose he was dealing with anything beyond the matter in hand, or that he was taking a different view from that which the other learned judges had taken. It seems to me clear that he was dealing solely with the state of things arising from the property having fallen out of repair in the lifetime of the testator." After this concurrence of opinion among judges of first instance adverse to the view adopted by KEKEWICH, J., it was unlikely that that learned judge would persist in his opinion, and the recent case of *Re Giers* (*supra*) gave an opportunity of gracefully withdrawing it. This avoids the necessity of a recourse to the Court of Appeal, and the matter is now set at rest. A legatee for life, therefore, of leaseholds takes them subject to the duty of satisfying the covenants in the lease, save in so far as breaches of covenant have been committed by his testator. These must be made good out of the general personal estate.

PAYMENT OF RENT AS AN ACT OF PART PERFORMANCE.

THE possibility of taking a parol contract for the purchase of land out of the Statute of Frauds on the ground of part performance has raised up a considerable body of law upon the nature of the acts which will have this effect. Certain acts, such as entering into possession of the land and expending money upon it, or even entering into possession merely without such expenditure, have had their character well established as being sufficient to warrant the enforcement of a parol contract for the sale or lease of the land. But this result has been in general withheld from the mere payment of money in respect of the contract—an act which, *prima facie*, would seem to denote more strongly than any other that the parties consider the contract to have become binding upon them. Since the decision in *Nunn v. Fabian* (L. R. 1 Ch. 35), however, an exception has been admitted in the case of a tenant who

remains in possession and pays an increased rent in pursuance of a verbal contract for a new tenancy, and this exception is illustrated by the recent decision of *BYRNE, J., in Miller & Aldworth (Limited) v. Sharp* (47 W. R. 268; 1899, 1 Ch. 622).

In *Nunn v. Fabian* there was evidence of expenditure by the tenant on the premises in addition to the payment of the increased rent, but as the expenditure appeared not to have been made in pursuance of the parol contract, Lord CRANWORTH, L.C., did not rely upon it; though, at the same time, while not regarding it as an act of part performance, he deemed it important as showing that there was an agreement for a lease. But the payment of increased rent he treated as conclusive. The plaintiff had been the tenant of one of three adjoining houses at a rent of £65 a year; the other two were in the occupation of another tenant at a rent of £50 a year. A verbal agreement was come to between the plaintiff and the owner of the premises under which the plaintiff was to have a lease of the whole premises for 21 years at a rent of £130, with the option of purchasing the freehold for £2,500. The lease was prepared and engrossed, and the plaintiff paid £32 10s. as one quarter's rent under the parol agreement. Shortly afterwards the landlord died and his devisees refused to execute the lease and threatened to sell the property. Lord CRANWORTH, L.C., however, held that there was a clear part performance by payment of rent at the increased rate fixed by the agreement and he ordered specific performance.

With the difficulty involved in allowing the mere payment of money to be an act of part performance Lord CRANWORTH did not deal. A difficulty in the contrary direction was created some years later, when *BAGGALLAY, L.J., in Alderson v. Maddison* (7 Q. B. D., p. 178), appeared to lay it down that payment of money would be a sufficient act of part performance in the case of a purchase. After pointing out that the act, whatever its nature, can only be effectual if it is done with direct reference to the parol agreement, he said: "This payment of part, or even of the whole of the purchase-money is not sufficient to exclude the operation of the statute, unless it is shown that the payment is made in respect of the particular land and the particular interest in the land which is the subject of the parol agreement." In *Humphreys v. Green* (10 Q. B. D., p. 15) the learned judge repeated the same opinion, and *Nunn v. Fabian* was relied upon as an authority for allowing payment of part of the purchase-money to be an act of part performance, provided it could be directly referred to the alleged parol contract. If, he said, *Nunn v. Fabian* was rightly decided—and speaking for himself he felt bound by it—it would be difficult to distinguish from it a case in which, after a parol agreement for the purchase of a freehold estate at a fixed sum, payment was made by the purchaser of a portion of the purchase-money, and a receipt given directly referring to the purchase. But in the same case *BRETT, L.J.*, intimated a strong opinion that under no circumstances could the part payment of purchase-money be sufficient to exclude the operation of the statute, and so far as *Nunn v. Fabian* depended upon such a doctrine he held it to be wrongly decided.

The judgments in *Humphreys v. Green* illustrate the difficulty caused by admitting the exception in *Nunn v. Fabian* in favour of the payment of rent at an increased rate by a tenant who remains in possession under a new parol agreement. So far as the part payment of purchase-money is concerned the matter is concluded by the judgments in *Maddison v. Alderson*, delivered in the House of Lords (8 App. Cas. 467) subsequently to *Humphreys v. Green*. "It may be taken as now settled," said Lord SELBORNE, L.C. "that part payment of purchase-money is not enough; and judges of high authority have said the same even of payment in full." And as the best explanation he suggested that a good act of part performance must be such as to be only explicable on the supposition of an agreement of the kind alleged, while the mere payment of money cannot be referred to the purchase of the land until parol evidence has been given. Treating the matter on this basis, the payment of increased rent by a tenant who is already in possession of land is not on the same footing as the part payment of purchase-money by a purchaser who has not been let into possession. If the payment is made in respect of rent it is only explicable upon the assumption of there being a new tenancy agreement, and the parol agreement

can thus be supported. But however *Nunn v. Fabian* is to be justified, *BYRNE, J.*, in the recent case of *Aldworth & Miller v. Sharp* (*supra*), held that it is an authority to be followed. He deemed it to be supported by the observations of *BAGGALLAY, L.J.*, in *Humphreys v. Green* (*supra*), and not inconsistent with the law as laid down by Lord SELBORNE in *Maddison v. Alderson* with respect to the payment of purchase-money. Accordingly, where yearly tenants of a beerhouse at a rent of £14 a year had verbally agreed with the landlord for a lease for twenty-one years at £26 a year and had paid the increased rent, the learned judge held that the agreement was enforceable.

REVIEWS.

BOOKS RECEIVED.

The Law Relating to Solicitors of the Supreme Court of Judicature. With an Appendix of Statutes and Rules; the Colonial Attorneys Relief Acts, and Notes on Appointments open to Solicitors, and the Right to Admission in the Colonies. To which is added an Appendix of Precedents. By A. CORDERY, Barrister-at-Law. Third Edition. Stevens & Sons (Limited).

Modern Land Law. By EDWARD JENES, M.A., Barrister-at-Law. Clarendon Press; Stevens & Sons (Limited).

Steer's Parish Law. Being a Digest of the Law Relating to the Civil and Ecclesiastical Government of Parishes and the Relief of the Poor. Sixth Edition. By WALTER HENRY MACNAMARA, Assistant Master of the Supreme Court, Registrar of the Court constituted under the Benefices Act, 1898. Stevens & Sons (Limited); Sweet & Maxwell (Limited). Price 20s.

CORRESPONDENCE.

THE INCORPORATED LAW SOCIETY.

[To the Editor of the Solicitors' Journal.]

Sir,—I think the time has arrived for the members of the society to assert their rights, which in the matter of the election of members of the Council have been for years overridden by the Council or a secret committee or clique, who yearly bring forward their own private friends or nominees for election regardless of the wishes of the general body of members or of the claims of others.

We annually go through the solemn farce, for such in fact it amounts to, of an election with the foregone conclusion hitherto that none will be elected but the nominees of the Council.

Not one of those thus brought forward for several years has usually displayed any previous interest in the profession, or attended either the London or provincial meetings of the society, or done anything for its welfare.

HARRY DADE.

100, London Wall, London, E.C., May, 1899.

[Our correspondent is of course entitled to express his opinion; but we have several times given reasons for the view that the return to the old system of nominations by the Council is on the whole advantageous.—ED. S.J.]

CASES OF THE WEEK.

High Court—Chancery Division.

Re BAILEY. BAILEY v. DALE. Stirling, J. 1st June.

WILL—CONSTRUCTION—DIRECTION TO PAY DEBTS AND LEGACIES OUT OF RENTS AND PROFITS OF REAL ESTATE—CHARGE ON CORPUS.

Further consideration of an action commenced by originating summons. The testator, Henry Bailey, who died on the 29th of January, 1894, by his will dated the 11th of September, 1893, after appointing the defendants Dale and Williams executors and trustees, and after making certain pecuniary and specific bequests and devises, disposed of the residue in the following words: "And as to all the rest residue and remainder of my estate both real and personal I give devise and bequeath the same unto and to the use of the said J. B. Williams and Thomas Dale their heirs executors administrators and assigns according to the nature and tenure thereof respectively upon trust to continue my said residuary estate in the same manner of investment in which it shall be at the time of my decease or to vary and transpose the same in any other kind of investment or to sell or dispose of such part or parts thereof as they may in their absolute discretion think fit, and upon further trust to call in and convert into money all such parts of my said residuary estate as shall consist of mortgages and other securities for money lent by me and to invest the proceeds of such conversion and calling in in the same manner of investment as the other parts of my said residuary estate may

consist of upon trust to receive the rents moneys issues profits dividends and other produce thereof and thereout in the first place to pay or retain all the expenses of and incidental to the execution of the trusts of this my will and my just debts funeral and testamentary expenses and in the next place to pay the pecuniary legacies hereinbefore bequeathed and the legacy duties payable in respect thereof; and subject thereto upon further trust to pay the net annual income of my said residuary real and personal estate unto my said daughter." There followed further trusts for the benefit of children of the said daughter, who was the plaintiff in this action, but she was at the death of the testator and had since remained unmarried, and is over fifty years of age; in default of issue the will gave her a general testamentary power of appointment over the whole trust fund. The defendant Dale having retired from the trust, the defendant F. Teague was by an order of the court appointed to be a trustee in his place, and jointly with the defendant Wilkins. These two present trustees now appeared before the court to represent the capital on which the plaintiff sought to have the testator's debts and legacies charged. For the plaintiff it was contended that on the proper construction of the will "rents moneys issues profits dividends and other produce thereof and thereout" meant the *corpus* of the estate for the purpose in the absence of any such words as "annual income" and of other context expressly signifying to the contrary: *Metcalf v. Hutchinson* (1 Ch. Div. 591), where Jessel, M.R. (at p. 595), cited the following words of Lord Eldon with approval: "Then it is asked, could it be the meaning of this testator to delay his creditors and legatees so as to make them obtain payment of their debts and legacies only out of the rents and profits as they shall accrue? If I was asked this question anywhere but in Westminster Hall, I should answer it in the affirmative, that by profits he probably meant annual profits only; but I have understood it to be a settled rule that where a term is created for the purpose of raising money out of the rents and profits if the trusts of the will require that a gross sum should be raised, the expression 'rents and profits' will not confine the power to the mere annual rents, but the trustees are to raise it out of the estate itself by sale or mortgage." In the present case it was proposed to raise the sum required by sale on mortgage under the trust for conversion contained in the will. For the defendant it was argued that *Metcalf v. Hutchinson* was distinguishable, because there the only question was how debts were to be paid, and Jessel, M.R., simply held that there was a strong *prima facie* presumption that debts were to be paid out of the estate; also, that in that case there was no direction that the property was to be invested.

STIRLING, J., was of opinion that the case fell within the decision of Jessel, M.R., in *Metcalf v. Hutchinson*, there being no context here to take it out of the general principle there laid down; his lordship accordingly declared that as between rents, profits and income of the residuary estate of the testator on the one hand and the *corpus* and inheritance on the other hand, the debts funeral and testamentary expenses of the testator and the legacies and legacy duties bequeathed by his will were upon the true construction of the said will payable out of the *corpus* and inheritance, and further that mortgages, if otherwise proper and sufficient, were authorized either to be continued or made by the trustees of the said will as investments of the residuary estate.—COUNSEL, *W. B. Heath*; *S. Dickinson*. SOLICITORS, *Western & Sons*.

[Reported by W. H. DRAPER, Barrister-at-Law.]

Re THE PRINTERS' AND TRANSFERERS' AMALGAMATED TRADES PROTECTION SOCIETY. Byrne, J. 1st June.

TRADE UNION—DISSOLUTION OF UNION—UNEXPENDED FUNDS—RESULTING TRUST—PRINCIPLE OF DIVISION.

This was an application to the court as to the mode in which the funds of a dissolved trades union society should be distributed. The facts of the case were as follow: The Printers' and Transferers' Amalgamated Trades Protection Society was registered in 1872 under the Trades Union Act. The object of the society was to enable its members to secure reasonable remuneration for their labour. For this purpose the members of the society, who formed two classes, printers and transferers, agreed under their rules to make weekly payments to the funds of the society, the printers paying twice as much as the transferers, and receiving twice as much in the event of a strike or lock-out. Payments to members varied in the proportion to the time during which a person had been a member of the society. The rules provided that the society might be dissolved by a vote of four-fifths of the members, but no provision was made thereunder in such event for the distribution of the funds. The society was dissolved by a vote of its members in 1898. The summons stood over for the Attorney-General to be served on behalf of the Crown; but it appeared that he made no claim to the funds as *bona vacantia*. The questions before the court were (1) whether the funds should be distributed among the existing members in proportion to the payments made by them to the funds of the society; (2) whether the printers were entitled to receive twice as much as the transferers; (3) whether the fund ought to be distributed in equal shares among all members of the society.

BYRNE, J., held that the persons interested in the funds of the society immediately before its dissolution were the then existing members. Their interest was of the nature of a contingent benefit for such of the members as were entitled to payment under the rules of the society. The case in many respects resembled *Cunnack v. Edwards* (43 W. R. 325; 1895, 1 Ch. 489, 45 W. R. 99; 1896, 2 Ch. 679), but differed from it in the fact that there was there no living member of the society entitled to make any claim to the funds, and that there the question was whether the funds did not belong to the Crown as *bona vacantia*, a question which did not arise here. In the present case the only persons who could make any claim to the funds were the members of the society who were members at the date of the dissolution. As to the mode in which these funds were divisible

among such members, he must decide that they were divisible among the existing members in proportion to their contributions to the funds. Following the decision of Chitty, J., in *Cunnack v. Edwards*, he considered that it would not be necessary in ascertaining what was due to each member to consider such matters as fines, forfeitures, and benefits received. To consider such matters would involve great expense and delay, and he felt that he was justified in saying that they need not be taken into account.—COUNSEL, *Buckmaster*; *Farwell*, Q.C., and *Kirby*; *Waggett*; *Dunham*. SOLICITORS, *Carthew & Wheeler*, for A. Ellis, Burslem.

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

High Court—Queen's Bench Division.

MILBURN v. THE CHAFFERS EXTENDED (LIM.). Bigham, J. 2nd June.

COMPANY—DIRECTORS' ANNUAL REMUNERATION FIXED BY ARTICLES OF ASSOCIATION—RESOLUTION BY DIRECTORS TO ACCEPT PRO TEM. A LESS SUM—UNPAID BALANCE TO BE CREDITED TO DIRECTORS—ONE RETIRES, AND CLAIMS BALANCE STANDING TO HIS CREDIT—VALIDITY OF RESOLUTION—REASONABLE TIME.

Commercial cause. Action to recover balance of £108 alleged to be due from the defendants to the plaintiff in respect of director's fees. The company pleaded in defence that the plaintiff and his co-directors had passed a resolution reducing the amount payable in respect of directors' fees under the articles of association, and that the sum claimed was not due and payable. The company, shortly after its foundation in 1897, had only available for working capital £5,000. By its articles the directors were entitled to receive as remuneration in each year £1,000, and in addition a certain percentage of profits, the same to be divided among them as they should agree, or in default of agreement equally. There was power also in general meeting to increase the amount payable to the directors. The plaintiff was one of the six directors, and they agreed that an extra sum of £50 per annum should be paid to the chairman, and that the remaining £950 should be equally divided between all the members of the board. The shareholders complained that the remuneration to the board, having regard to the amount of capital subscribed, was excessive, and the directors on the 9th of December, 1897, held a board meeting, at which it was resolved: "In consideration of the amount of working capital subscribed that the directors do limit the payment of their fees to £350 per annum, as and from the 19th inst. until further resolution, the balance of the fees due to them being credited in the company's books." At the end of the year two directors had to retire by lot. The plaintiff was one of those who had to retire, and in consequence of a resolution passed in general meeting reducing the number of directors from six to four, he was not re-elected. The plaintiff had received the fees due to him on the reduced basis and claimed to be paid the balance due on the basis of the sum fixed by the articles of association—£1,000. The claim was refused and this action was brought.

BIGHAM, J., held that the resolution of the 9th of December, 1897, evidenced a contract between the directors individually and the company, by which the directors agreed to give the company their services on the terms then assented to. The plaintiff contended that the resolution had merely the effect of postponing payment at the rate authorized by the articles, the unpaid balance being credited to each director in the company's books. The plaintiff had asked for a declaration that if the balance were not paid then he should be entitled to be paid whenever a resolution to that effect was passed by the board. He saw no necessity for granting a declaration because counsel for the company had stated that if such a resolution was passed the company had no intention of repudiating the plaintiff's claim to his share. Nor did he agree with the plaintiff's contention that a reasonable time had elapsed within which such a resolution should have been passed, and therefore the action failed and judgment would be entered for the defendants.—COUNSEL, *F. Gore Browne* and *Skinner Turner*; *Joseph Walton*, Q.C., and *D. Stewart-Smith*. SOLICITORS, *Golding & Philips*; *Gibson*, *Weldon*, & *Bilbrough*.

[Reported by ESKINE REID, Barrister-at-Law.]

MULLER & CO.'S MARGARINE (LIM.) (Appellants) v. THE COMMISSIONERS OF INLAND REVENUE (Respondents). Div. Court. 2nd June.

INLAND REVENUE—STAMP DUTY—AGREEMENT TO SELL—GOODWILL—AD VALOREM DUTY—STAMP ACT, 1891 (54 & 55 VICT. c. 39), s. 59.

Case stated by the Commissioners of Inland Revenue pursuant to the 13th section of the Stamp Act, 1891 (54 & 55 Vict. c. 39). On the 13th day of November, 1897, an instrument was presented on behalf of Muller & Co.'s Margarine (Limited), hereinafter called the appellants, to the Commissioners of Inland Revenue under the provisions of the 12th section of the Stamp Act, 1891 (54 & 55 Vict. c. 39), for the opinion of the commissioners as to the stamp duty with which the instrument was chargeable. The instrument, which was made in England by the parties thereto other than Muller, Newman, and Wigley, purported to be an agreement under seal whereby the parties of the first four parts purported to sell to the appellants their respective interests in the following matter: (1) The goodwill of the business of Muller & Co., with the exclusive right to use the name of Muller & Co. as part of the name of the company, and to represent the company as carrying on the said business in continuation of the vendors and in succession to them; (2) the freehold premises mentioned in the schedule to the agreement; (3) certain patents and trade-marks; (4) plant, machinery, &c.; (5) pending contracts of Muller & Co.; (6) books of account, documents, and papers. The agreement contained a covenant (clause 11) on the part of the party

of the first part not at any time thereafter to be engaged in any similar trade within fifty miles of the said freehold premises except as in the agreement excepted. Muller & Co. at and for a long time prior to the date of sale carried on a wholesale business as manufacturers of margarine and other butter substitutes at Gildeshaus, in Germany, under the style or firm of Muller & Co. It was conceded that the subject-matters of sale secondly, fourthly, and sixthly described were within the exemptions contained in section 59, sub-section 1, of the Stamp Act, 1891, and consequently were not chargeable with *ad valorem* duty. It was conceded that the subject-matter of sale thirdly described had no value. The apportioned price of the properties sold applicable to the subject-matters firstly and fifthly above described was £77,418. The commissioners being of opinion that the instrument was made in England, and that that which was sold under the name of goodwill was the exclusive right to use the name of Muller & Co. as part of the name of the purchasing company, to represent the company as carrying on the said business in continuation of the vendors as above-mentioned, and also the covenant (clause 11) above referred to, held that the firstly described matters, as also the matters fifthly described, were property within the meaning of section 59 of the Stamp Act, 1891, that neither of such matters fell within any of the exceptions contained in that section, and that they were consequently liable to *ad valorem* conveyance duty. They assessed the duty accordingly at the rate of 10s. per cent. upon the said sum of £77,418—namely, £387 5s., and also with a fixed duty of 10s. in respect of the other matters not chargeable with *ad valorem* duty. The appellants contended that no part of the goodwill was chargeable with *ad valorem* duty. The appellants, being dissatisfied with the assessment, obtained a case stated. The question for the opinion of the court was whether the instrument was chargeable with the duty of £387 5s., in accordance with the assessment of the commissioners; and, if not, with what duty it was chargeable. The aforesaid agreement to sell was made the 4th of October, 1897, between W. L. Muller, of Oldenzaal, Holland, the vendor, of the first part; L. Newman, of Notting Hill, London, of the second part; J. Wigley, of Fernleigh, Stevenage, Herts, of the third part; the General Purposes Syndicate (No. 2) (Limited), of the fourth part; and Muller & Co.'s Margarine (Limited), of the fifth part. After reciting that Newman had acquired from the vendor the right to purchase his business of a manufacturer of margarine at Gildeshaus, in Germany, for the sum of £80,000, and hold the same in trust for Wigley, and that the said Newman had agreed, with the sanction of Wigley, to make over the said right to the syndicate in consideration of debentures of the syndicate to the amount of £9,500, and that the said Margarine Co. had been incorporated with the object (amongst others) of acquiring the said business, it was agreed by the said deed that the vendor, by direction of Newman and Wigley and the syndicate respectively, should sell and the syndicate, in respect of its right to purchase, should sell, and the company should purchase the goodwill, &c., of the business. Muller, Newman, and Wigley signed the deed in Amsterdam. For the appellants it was contended that the sale of the goodwill did not come within section 59, as it was inseparable from the business, which was a German one. The contract was not an agreement made in England. It was only liable to a 10s. stamp. The following cases were cited: *Hegarty v. Milne* (14 C. B. 627), *Robertson v. Quiddington* (28 Beav. 529), *Churton v. Douglas* (7 W. R. 365), *Chisnum v. Devoes* (5 Russel Rep. 29), *Trego v. Hunt* (43 W. R. 263, 1896, A. C. 7). For the Crown it was contended that the instrument was not exempt under section 59. This was substantially an English agreement. "Property" locally situate out of England as referred to in the section applies to real property and not to a goodwill. The goodwill was not situate out of England: *Smelting Co. of Australia v. Commissioners of Inland Revenue* (45 W. R. 203; 1897, 1 Q. B. 175).

THE COURT (DAY and LAWRENCE, JJ.) gave judgment in favour of the Crown, holding that the case was indistinguishable from *Smelting Co. of Australia* case.—COUNSELL, A. T. Lawrence, Q.C., and Compton Smith; Sir R. B. Finlay, S.G., and Dankwerts. SOLICITOR, A. H. Graham; Solicitor to Inland Revenue.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

THE ATTORNEY-GENERAL v. DE PREVILLE. Div. Court. 1st and 2nd June.

INLAND REVENUE—ESTATE DUTY—FINANCE ACT, 1894 (57 & 58 VICT. c. 30), ss. 1 and 2 (1) (c).

Information by the Attorney-General. The facts as set out in the information are as follows: George Thomas Mowbray, of Grangewood House, in the parish of Seals, in the county of Leicester, deceased, by his will dated the 4th of February, 1892, devised and appointed all the real estate to which he should be entitled at the time of his decease, or over which he might have any disposing power, to the use of his sister Georgiana Anne, the widow of the late Pierre Richard de Preville, for her life without impeachment of waste for her separate use without power of anticipation, and after her decease to the use of his nephew, the defendant André George Richard de Preville, the son of his said sister, and the heirs of his body, and in default of such issue to the testator's own right heirs for ever. The said George Thomas Mowbray died on the 29th day of February, 1892, without having altered his said will except by a codicil which did not affect the above stated devise, and administration to his estate with the said will and codicil annexed was duly granted on the 1st of August, 1892, to the said Georgiana Anne Richard de Preville. By an indenture of settlement dated the 10th of October, 1845, and made between Charles Few of the first part, Thomas Mowbray and the said George Thomas Mowbray of the second part, and Richard Shuttleworth Streetfield, William Henry Place, and Robert Few of the third part, the manor or lordship of Overseal, in the county of Leicester, and certain free-

hold messuages, lands, and hereditaments therein described, and situate in the parishes of Overseal and Netherseal or elsewhere in the county of Leicester, were limited (subject to certain limitations which have ceased, and to a power of appointment which was never exercised) to the use of the said Richard Shuttleworth Streetfield, William Henry Place, and Robert Few and their heirs in trust to permit the said Georgiana Anne Richard de Preville, then Georgiana Anne Mowbray, during such part of her life as she should be single or unmarried to receive the rents and profits of the said hereditaments, and during any coverture of the said Georgiana Anne Richard de Preville to pay the said rents and profits to her for her separate use, and from and after the decease of the said Georgiana Anne Richard de Preville to the use of her first and other sons successively according to seniority in tail male with remainders over. By an indenture dated the 5th of February, 1896, and made between the said Georgiana Anne Richard de Preville, widow, of the first part, the defendant André George Richard de Preville of the second part, and David Hale of the third part, reciting (*inter alia*) the said indenture of settlement of the 10th of October, 1845, and will of George Thomas Mowbray and his death, and reciting (as the fact is) that the defendant André George Richard de Preville was the oldest and only son of the said Georgiana Anne Richard de Preville, and that they were desirous of barring the estate tail of the defendant in the hereditaments comprised in the said settlement and devised by the said will, and of limiting the said hereditaments as thereafter expressed to the intent that the life estate of the said Georgiana Anne Richard de Preville therein should be absolutely released in favour of the defendant. It was witnessed that the said Georgiana Anne Richard de Preville as settlor and the defendant André George Richard de Preville (with the consent of the said Georgiana Anne Richard de Preville as protector of the settlement and will) thereby granted unto the said David Hale, first, all the manor or lordship freehold messuages, farms, lands, tenements, and hereditaments situate in the parishes of Overseal and Netherseal or elsewhere in the county of Leicester comprised in the said indenture of the 10th of October, 1845. And, secondly, all the freehold messuages and hereditaments devised by the said will of the said George Thomas Mowbray, save and except such part of the said hereditaments as by means of any sale, exchange, enclosure, award, or otherwise had been disposed of, and also (by way of conveyance and not of exception) all other freehold hereditaments which had become subject to the uses or trusts of the said indenture of settlement or of the said will concerning the said testator's real estate, and all moneys, stocks, funds, and securities (if any) which or the proceeds of sale of which were subject to be invested in the purchase of hereditaments, of which the defendant André George Richard de Preville would be tenant in tail male or in tail and the hereditaments to be purchased therewith. To hold the same unto the said David Hale and his heirs discharged form all estates in tail male or in tail of the said André George Richard de Preville at law or in equity, and all estates, rights, interests, and powers to take effect after the determination or in defeasance of such estates in tail male or in tail. To the use of the defendant André George Richard de Preville, his heirs and assigns, for ever absolutely released and discharged from the life estate therein of the said Georgiana Anne Richard de Preville. And it was by the indenture now in statement also witnessed that the said Georgiana Anne Richard de Preville thereby absolutely released unto the defendant André George Richard de Preville, his heirs and assigns, the power of appointing a life interest to any husband with whom she might intermarry, and of charging portions for her children by the said indenture of the 10th of October, 1845, given to the said Georgiana Anne Richard de Preville and all other powers if any by the same indenture given to or vested in the said Georgiana Anne Richard de Preville to the intent that the same powers should thenceforth be absolutely extinguished and cease to be exercisable. The lastly-stated indenture was enrolled in the Central Office of the Supreme Court of Judicature on the 11th of February, 1896. The said Georgiana Anne Richard de Preville died within twelve months after the execution of the said indenture (namely) on the 11th of December, 1896, intestate. Letters of administration to her personal estate were granted to the defendant André George Richard de Preville from the Principal Registry of the Probate Division of the High Court of Justice on the 9th of August, 1897. The Crown then alleged that on the death of the said Georgiana Anne Richard de Preville estate duty under sections 1 and 2 of the Finance Act, 1894, became payable in respect of the hereditaments and property comprised in the said indenture of the 5th of February, 1896 (or alternatively in respect of the life interest at the date of the last-mentioned indenture of the said Georgiana Anne Richard de Preville in the said hereditaments and property), as property passing on her death within the meaning of the said Act. The Commissioners of Inland Revenue caused application to be made to the defendant to account for and pay such estate duty, but the defendant refused to do so, contending that no estate duty had become payable in respect of the said property or of any interest therein. The information prayed that it might be declared that upon the death of the said Georgiana Anne Richard de Preville estate duty became payable under the provisions of the Finance Act, 1894, in respect of the hereditaments and property comprised in the said indenture of the 5th of February, 1896 (or alternatively in respect of the estate and interest to which the said Georgiana Anne Richard de Preville was entitled prior to the execution by her of the last-named indenture in the said hereditaments and property, and the rents, profits, and income thereof), as property passing on her death. For the Crown it was argued that estate duty was payable under section 2 (1) (c) of the Act of 1894 on the principal value of the property, as the tenant for life had surrendered her life interest less than twelve months before her death, and the effect of section 2 (1) (c) was to make the surrender as though it had not taken place. The following cases were

referred to: *Attorney-General v. Beech* (47 W. R. 257; 1899, A. C. 53), *Attorney-General v. Booth* (63 L. J. Q. B. 356), and *Attorney-General v. Lord Cowley* (43 SOLICITORS' JOURNAL, 348; 1899, A. C. 198).

THE COURT (DAY and LAWRENCE, JJ.) held that estate duty was payable on the principal value of the property, and gave judgment for the Crown.—COUNSEL, Sir R. E. Webster, A.G., Sir R. B. Finlay, S.G., and Vaughan Hawkins; Butcher, Q.C., and Ashton Cross. SOLICITORS, Solicitor to the Inland Revenue; Kingsford, Dorman, & Co., for Smith, Mammatt, Hale, & Quarrell, Ashby-de-la-Zouch.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

LONDON AND WESTMINSTER BANK (LIM.) (Appellants) v. THE COMMISSIONERS OF INLAND REVENUE (Respondents). Div. Court. 2nd June.

INLAND REVENUE—STAMP—RECEIPT ON SCRIP CERTIFICATE—STAMP ACT, 1891 (54 & 55 VICT. C. 39), SCHEDULE I, "RECEIPT" EXEMPTION 11.

Case stated by the Commissioners of Inland Revenue pursuant to the 13th section of the Stamp Act, 1891 (54 & 55 VICT. C. 39). On the 10th of May, 1899, two receipts, partly in print and partly in writing, appearing upon the face of a scrip certificate of the Cape of Good Hope Consolidated Three per cent. Stock, were presented on behalf of the London and Westminster Bank (Limited) (hereinafter called the appellants), by Mr. S. N. Braithwaite, their solicitor, to the Commissioners of Inland Revenue under the provisions of the 12th section of the Stamp Act, 1891 (54 & 55 VICT. C. 39), for the opinion of the commissioners as to the stamp duty with which they were respectively chargeable. The scrip certificate and the receipts respectively were in the following form: Cape of Good Hope Consolidated 3 per cent. Stock. Issue of £3,107,400. No. 8920. £100. Scrip certificate for one hundred pounds. The bearer of this scrip certificate is entitled to one hundred pound-Cape of Good Hope Consolidated 3 per cent. Stock, 1933-1943—after payment to the London and Westminster Bank (Limited), Lothbury, of the in talents due thereon, as under, viz.: £40 on the 10th of April, 1899; £40 on the 10th of May, 1899. Payment in full may be made at any time, under discount at the rate of 2 per cent. per annum. If default be made in payment of the amounts at their due dates, the previous payments will be liable to forfeiture. This scrip certificate, when fully paid, must be lodged at the London and Westminster Bank (Limited), Lothbury, for inscription in the books of the "Cape of Good Hope Consolidated 3 per cent. Stock, 1933-1943," in such name or names (not exceeding four) as may be desired. The interest on the stock will be payable at the London and Westminster Bank (Limited) on the 1st of February and the 1st of August in each year, and the principal will be repayable there on the 1st of February, 1943, the Government of the Cape of Good Hope having the option to redeem the stock at par on or after the 1st of February, 1933, on giving twelve calendar months' notice to the stockholders. Six months' interest on the stock will be paid on the 1st of August, 1899. The revenues of the Colony of the Cape of Good Hope alone are liable in respect of this stock and the dividends thereon, and the consolidated fund of the United Kingdom and the Commissioners of Her Majesty's Treasury are not directly or indirectly liable or responsible for the payment of the stock or of the dividends thereon, or for any matter relating thereto (40 & 41 VICT. C. 59, s. 19). For the London and Westminster Bank (Limited), London, the 14th of March, 1899, J. A. Baker. Received the 10th day of April, 1899, forty pounds, being the instalment on the above scrip certificate due the 10th of April, 1899. For the London and Westminster Bank (Limited), J. L. Ovington. Received the 10th day of May, 1899, payment in full. For the London and Westminster Bank (Limited), H. E. Billinge. The scrip certificate was duly stamped as such with the duty of one penny, and the appellants contended that by reason of exemption numbered 11 under the head "Receipt" in Schedule I. to the Stamp Act 1891, the receipts were exempt from duty. The commissioners being of opinion that the said exemption was not applicable, assessed each of the said receipts with the duty of one penny. They have accordingly been stamped with that amount. The appellants being dissatisfied with the assessment, in pursuance of the 13th section of the Stamp Act, 1891, required the commissioners to state and sign a case setting forth the questions on which their opinion was required and the assessment made by them. The questions for the opinion of the court were: (1) Whether the said receipts or either of them are chargeable with the duty of one penny in accordance with the assessment of the commissioners; (2) if not, with what duty they are respectively chargeable. For the appellants it was contended that neither of the said receipts were required by law to be stamped; that they both came within exemption numbered 11 under the head "Receipt" in Schedule I. of the Stamp Act, 1891; that the certificate is an instrument liable to stamp duty within the meaning of the said exemption, and had been duly so stamped, and that both the said receipts were endorsed on or contained in the said instrument; and that the receipts acknowledged the receipt of the consideration money or the receipt of the principal money. For the respondents it was contended that the said receipts are within section 101 and the first schedule "receipt" of the Stamp Act, 1891, that they are not within the 11th exemption in the said schedule, and that they are respectively separate instruments within section 3 (2) of the said Act.

THE COURT (DAY and LAWRENCE, JJ.) allowed the appeal.—COUNSEL, J. Walton, Q.C., and McIntyre; Sir R. B. Finlay, S.G., and Danckwerts. SOLICITORS, Travers-Smith, Braithwaite, & Co.; Solicitor of Inland Revenue.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

Winding-up Cases.

Re 1897 JUBILEE SITES SYNDICATE (LIM.). Wright, J. 31st May.

COMPANY WINDING-UP—SUPERVISION ORDER—PRIVATE EXAMINATION UNDER SECTION 115 OF THE COMPANIES ACT, 1862—"DUE REGARD TO INTERESTS OF CREDITORS OR CONTRIBUTORIES"—PUBLIC EXAMINATION—PETITION BY OFFICIAL RECEIVER—COMPANIES ACT, 1862 (25 & 26 VICT. C. 89), s. 118—COMPANIES (WINDING-UP) ACT, 1890 (53 & 54 VICT. C. 63), ss. 8, 14.

This was a petition by the official receiver under section 14 of the Companies (Winding-up) Act, 1890, praying that the company, which was being wound up under the supervision of the court, might be ordered to be wound up compulsorily. The company was formed in April, 1897, and went into voluntary liquidation on the 2nd of November of that year, a Mr. H. C. Wilson, the auditor of the company, being appointed liquidator. The court made an order on the 10th of November, 1897, continuing the liquidation under supervision, Mr. Wilson being continued as liquidator, but a Mr. H. Spain being afterwards appointed additional liquidator. The official receiver now petitioned under section 14 of the Companies (Winding-up) Act, 1890, that a compulsory order might be made, alleging that the company was promoted by the Barberton Development Syndicate (Limited), a company registered in Scotland, and which was said to be in reality a certain Mr. Edward Beall; that an agreement made with one Bradley was fraudulent, and that sundry other facts went to show that misfeasances had been committed. Mr. Spain had made a careful investigation of the affairs of the company and had caused Mr. Beall to be examined privately under section 115 of the Companies Act, 1862, but was of the opinion that a sufficient disclosure could only be obtained by a public examination under section 8 of the Companies (Winding-up) Act, 1890. As an order for public examination under section 8 can only be made by the court, a compulsory order was necessary, and this application was accordingly made by the official receiver.

WRIGHT, J., held that this was a case of very great importance and that it was very desirable that the official receiver should in a proper case be able to interfere with effect for such a purpose as was suggested in the present case. There were here two questions which had to be decided—first, what was the real meaning of section 14 of the Companies (Winding-up) Act, 1890; and, secondly, whether a sufficient case had been shown to justify an order being made under that section when its meaning had been ascertained. Though the meaning of the 14th section was doubtful, yet his lordship thought a reasonably wide interpretation ought to be given to it, and that without straining its language at all the section included every case where the powers of the voluntary liquidator were proved, in the opinion of the court, to be insufficient for the purposes of winding up in so far as the interests of creditors and contributories were concerned; if, in short, the official receiver, after a compulsory winding up order, would possess any power which a voluntary liquidator could not exercise, and which was shown to be necessary in order that there might be an efficient winding up in the interests of creditors or contributories, then section 14 applied. If that were the proper construction of the section, were the facts in the present case sufficient to bring them within it? His lordship thought they were. There was a strong *prima facie* case that there were persons who ought to be made to restore the property of the company if they had got it. When it was found, as in the present case, that a zealous voluntary liquidator, acting under the advice of counsel of great experience, arrived at the conclusion that he could not satisfactorily take proceedings for misfeasance without some examination going beyond that which could be obtained under section 115 of the Companies Act, 1862, or, in other words, that an examination under section 8 of the Companies (Winding-up) Act, 1890, was absolutely necessary, then a winding-up order under section 14 of that Act ought to be made. An order under that section, however, should not be made as a matter of course; but a very strong case should be made out in order to justify the court in interfering under that section.—COUNSEL, Stewart Smith; Norman Craig. SOLICITORS, Munns & Longden; C. H. Hoare.

[Reported by C. W. MEAD, Barrister-at-Law.]

CASES OF LAST SITTINGS. Court of Appeal.

HUNTER v. JACOBSON. No. 2. 18th May.

LIVERPOOL COURT OF PASSAGE ACT, 1893 (56 & 57 VICT. C. 37), ss. 6, 9, 10—APPEAL ON INTERLOCUTORY ORDER—JURISDICTION.

This was an appeal from an order of T. H. Baylis, Esq., Q.C., the judge of the Liverpool Court of Passage. The action was brought by a domestic servant against her former master and mistress; the claim was for balance of wages alleged to be due and unpaid and for damages for assault and battery. The registrar of the court made an order that the plaintiff should give particulars, with dates, of payments to the amount of 6s. said to have been made on account of wages, and also the dates of all the alleged assaults. The judge affirmed this order, but gave leave to appeal. The plaintiff appealed. On the hearing of the appeal counsel for the defendants took the preliminary objection that no appeal lay from an interlocutory order made by the Court of Passage; even if an appeal lay before the passing of the Liverpool Court of Passage Act, 1893, the right of appeal had been taken away by section 9 of the Act. Section 9 provides as follows: All orders made and decisions and directions given by the registrar of the court shall be subject to appeal to the presiding

judge. Section 10: An appeal shall be allowed upon the trial of any issue in the Court of Passage in every case where an appeal would be allowed on a trial *à Nisi Prius*, and subject to the same rules, regulations, and provisions.

THE COURT (LINDLEY, M.R., and RIGBY, L.J.) overruled the objection. LINDLEY, M.R., said that, reading sections 6 and 10 together, they were of opinion that there was power to appeal. Their lordships then heard the appeal, and reversed the order of the judge.—COUNSEL, *Newson*; W. F. Barrett. SOLICITORS, *Jaynes & Co.*, for T. J. Smith & Son, Liverpool; G. Thatcher, for Grace, Smith, & Hood, Liverpool.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

HAYNES v. DOMAN. No. 2. 19th and 20th April; 8th May.

RESTRAINT OF TRADE—COVENANT—VALIDITY—LIMIT IN AREA BUT NOT IN TIME—REASONABLENESS.

Defendant's appeal from an order of Stirling, J. The plaintiff Charles Haynes is a hardware manufacturer and hardware factor carrying on business at Dudley, Worcestershire. In 1894 the defendant entered the employment of the plaintiff as clerk at a weekly salary of 15s. The engagement was terminable by a fortnight's notice on either side. The agreement by which the defendant engaged himself to the plaintiff was dated the 2nd of April, 1894, and by it the defendant agreed "that he will not during his said service and employment, or after the determination thereof by notice, discharge, or otherwise howsoever make known or divulge to any person or persons the secrets of the said Charles Haynes, or the mode or principle used or adopted by him in the said business, or any part thereof, or any information whatever with regard to the same, or during or after the determination of such service as aforesaid work for or serve any other person or persons, company, or firm carrying on or engaged in or dealing in the same kind of business, or any part thereof, within a radius of 25 miles from the works of the said Charles Haynes without the written sanction of the said Charles Haynes." At that time the defendant was twenty-four years of age, and had had considerable experience in the same kind of business in the Black Country. He continued in the plaintiff's employ until February, 1897, when he left, and went to London: by that time his weekly wages had been raised to 28s. In 1898 he returned to the Black Country, and entered into the employ of Messrs. Benjamin Priest & Sons, of Oldhill, Staffordshire. The works of Messrs. Priest & Sons were situated within three miles of the plaintiff's works, and they carried on a similar business to the plaintiff, and were rivals in trade. The plaintiff thereupon commenced this action, and moved before Stirling, J., for an interlocutory injunction to restrain the defendant from committing a breach of his agreement. Stirling, J., made the order. The defendant appealed, and on the hearing of the appeal it was agreed between the parties that the appeal should be as from a final order made by Stirling, J., so that the matter could be finally disposed of by this court.

THE COURT (LINDLEY, M.R., RIGBY and ROMER, L.JJ.) dismissed the appeal.

MAY 8.—LINDLEY, M.R., stated the facts, and read the agreement, and continued: Looking at the case broadly, and passing over for the moment one or two objections to it, which I will consider later on, I see nothing in this agreement which makes it void. The meaning of it is not so clear as it might be: but, construe it as you will, it only prohibits the defendant from having dealings in the way of the plaintiff's business with a limited class of persons without the consent of the plaintiff. The business of hardware manufacturer and factor is not confined to the district mentioned in the agreement, and there are plenty of people in that business elsewhere whom the defendant can join if he pleases. The prohibition against disclosing secrets is practically worthless without the restriction against entering the employ of rivals. The agreement, no doubt binding the defendant not to do certain things, and being unlimited as to time, binds him for his life, and this gives rise to a difficulty which I will consider presently. But it is very remarkable that no case can be found in which an agreement in restraint of trade, free from objection in other respects, has been held void simply because its duration was not restricted. This point has often been considered, notably in *Hitchcock v. Coker* (6 A. & E. 438). In *Underwood v. Barker* (47 W. R. 347; 1899, 1 Ch. 300) this court had occasion to consider the law applicable to cases of this description, and I shall content myself by referring to what I then said for my view of the law in general. But the present case presents one or two peculiarities to which it is necessary to allude. In the first place, there are affidavits from persons in the trade stating their views of the reasonableness of the restrictive clause on which this case turns. The introduction of this class of evidence is a novelty. In my opinion it is inadmissible, and ought not to be attended to. Evidence from persons in the trade is admissible to inform the court of its nature, and of what is customary in it, and of anything requiring attention in the mode of conducting it, and of any particular dangers requiring precautions, and what precautions are required in order to protect a person carrying on the business from injury by a person leaving his service. But the reasonableness of a contract depends on its true construction and legal effect, and is consequently a question for the court, and on such a question the opinion of witnesses is out of place. Another matter which requires attention is whether a restriction on trade must be treated as wholly void because it is so worded as to cover cases which may possibly arise, and to which it cannot be reasonably applied. The appellant's counsel strenuously contended that, even if the restriction could be regarded as reasonable in the events which have happened, and in the great majority of cases likely to happen, yet, if others could be suggested to which it would be unreasonable to apply the restriction, it must be held void *in toto*. This contention has been considered and repudiated when the restriction is so worded as to be divisible

into distinct portions, not depending on each other. In all such cases the restriction is not held void *in toto*, but is held to be good so far as it is free from objections, and bad only as to those parts which are objectionable. *Mallan v. May* (11 M. & W. 653) is the leading case on this point. This principle gets over my difficulty arising from the introduction of the words "or any part thereof"; and the same principle is, in my opinion, also applicable to cases not contemplated and to which it would be unreasonable to apply the restriction. I am not considering restrictions so worded as to be partly good and partly bad, and in which the good parts are dependent on the bad. Such restrictions are void *in toto*, the bad parts infecting and destroying the whole. *Perls v. Saalfeld* (40 W. R. 548; 1892, 2 Ch. 149) is a modern instance of such a restriction, and my observations do not apply to such cases. Agreements in restraint of trade, like other agreements, must be construed with reference to the object sought to be attained by them. In cases such as the one before us the object is the protection of one of the parties against rivalry in trade. Such agreements cannot be properly held to apply to cases which, although covered by the words of the agreement, cannot be reasonably supposed ever to have been contemplated by the parties, and which on a rational view of the agreement are excluded from its operation by falling, in truth, outside, and not within its real scope. But, even if some extreme case of a technical breach producing no injury to the party to be protected could be proved, sound principle requires, not that the agreement should be held void *in toto*, but only so far as it is really unreasonable. Even if the restriction could not be so construed as to exclude such a case, no jury would give the plaintiff any damages, and no judge would grant him an injunction. In such an extreme case the defendant is sufficiently protected against oppression without holding the agreement void *in toto*, and I am unable to see that public policy requires more. The last words used by Lord Maclefield, in giving judgment in *Mitchell v. Reynolds* (1 Peere Williams, 181, at p. 196), were: "In all restraints of trade, where nothing more appears, the law presumes them bad; but if the circumstances are set forth, that presumption is excluded, and the court is to judge of those circumstances, and determine accordingly; and if upon them it appears to be a just and honest contract, it ought to be maintained." This is good law and good sense, and, adopting it as a guide, it leads to the conclusion that the court ought not to hold a just and honest agreement void, even when to enforce it would be just, simply because the agreement is so unskillfully worded as apparently, or even really, to cover some conceivable case not within the mischief sought to be guarded against. Public policy does not require so serious a consequence to be attached to a mere want of accuracy in expression. To hold such an agreement wholly illegal and void is to lose all sense of proportion, and is not necessary for the protection either of the defendant or of the public. This conclusion is warranted by the judgments of the court in *Rennie v. Irvine* (7 Man. & G. 969). Tindal, C.J., there said, at p. 976: "If, however, the contract is a reasonable one at the time it is entered into, we are not bound to look out for improbable and extravagant contingencies in order to make it void." The other judges expressed their opinion to the same effect; and this view was approved by Lord Macnaghten in *Nordenfelt v. Maxim-Nordenfelt Guns and Ammunition Co. (Limited)* (1894 A. C. 535, at p. 574). To prohibit the defendant in this action from engaging in business such as is carried on by the plaintiff with the limited class of people mentioned in the agreement, without the written sanction of the plaintiff, is, in my opinion, quite reasonable in all the events which I can suppose the parties to have contemplated. Possible cases in which the restriction would not be reasonable are suggested. One would have arisen if the defendant had left the plaintiff's employ within a very short time after entering it, and before the defendant could have acquired or carried away with him any knowledge of the plaintiff's mode of conducting his business. Such an event has not happened, and clearly was not contemplated. This objection, if sound, would invalidate all agreements of the sort determinable on short notice, unless some words were introduced excluding their application to cases never contemplated. Another case to which the restriction could not be reasonably applied would have arisen if the defendant had left business altogether, or had had no dealings with the plaintiff's rivals for twenty or thirty years, and had then resumed business and assisted them. Even if such cases could be properly regarded as breaches of the agreement, we are not bound to hold the agreement void *in toto* because it would extend to such extremely unlikely events. No decision forces us to go so far. There is authority against it, and on principle such an unreasonable conclusion ought not to be held to be law. The defendant is in the wrong. He is deliberately doing what he plainly agreed not to do. The injunction granted must be made perpetual, adding "without the written sanction of the plaintiff." The defendant must pay the costs, both of the action and of the appeal. The consent given in court to treat this as an appeal from a judgment at the trial must be mentioned in the order.

RIGBY and ROMER, L.JJ., delivered judgments to the same effect. Appeal dismissed.—COUNSEL, *Jenkins*, Q.C., and T. B. Nopier; *Upjohn*, Q.C., and *Dunham*. SOLICITORS, T. A. DENNISON & Co., for Thomas Cooksey, Oldhill; *Pretor W. Chandler*, for *Hooper & Fairbairn*, Dudley.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

WYATT v. PALMER. No. 2. 16th May.

PRACTICE—SETTING ASIDE JUDGMENT BY DEFAULT—ALLEGATION THAT JUDGMENT WAS OBTAINED BY FRAUD—ACTION TO SET IT ASIDE—APPLICATION TO STRIKE OUT STATEMENT OF CLAIM—SUMMONS TO SET ASIDE A JUDGMENT UNDER R. S. C. XXVII. 15—PAYMENT INTO COURT OF AMOUNT OF JUDGMENT—ADMISSION BY DEFENDANT THAT HE IS A SECRETED CREDITOR—ACTION FOR DAMAGES FOR MALICIOUS PRESENTATION OF BANK-

RUPTCY PETITION—ACTION WHETHER FRIVOLOUS IF THERE IS NO ALLEGATION OF SPECIAL DAMAGE.

This was an appeal from a decision of Kennedy, J., at chambers. The facts, according to the plaintiff's allegations, were as follows. The defendant, Frederick Freke Palmer, who was a solicitor, acted professionally for the plaintiff, and rendered services for which he alleged that his proper costs amounted to £650. The plaintiff, on the 14th of December, 1895, signed an agreement in writing, by which he agreed the costs due to the defendant at £650; and on the same day the plaintiff executed an instrument of charge, by which he charged certain shares with the payment of the said sum of £650 and interest. In May, 1897, the defendant delivered to the plaintiff two further bills of costs, amounting respectively to £275 3s. 9d. and £201 11s. 5d., for services alleged to have been rendered after the date of the agreement. In June, 1897, the defendant commenced an action against the plaintiff claiming payment of those sums of £275 3s. 9d. and £201 11s. 5d. (with certain small deductions). The plaintiff allowed judgment to go by default, and, on the 12th of July judgment was entered for the defendant accordingly for £221 1s. 8d. and costs. On the 11th of November, 1897, the defendant presented a bankruptcy petition against the plaintiff, alleging that the plaintiff was indebted to him in the sum of £844 7s. 6d. for moneys due under the said agreement and the said judgment, and also alleging that the plaintiff had, with intent to defeat and delay his creditors, departed out of England on or about the 31st of July, 1897, and remained out of England till November. On the 24th of March, 1898, the petition was dismissed, and the defendant was ordered to pay the plaintiff's costs. In March, 1898, the plaintiff commenced proceedings against the defendant to have the agreement set aside and to have the defendant's costs and charges taxed. In July, 1898, an order was made setting aside the agreement and directing the defendant to deliver bills of costs. When the taxation took place and an account was taken between the plaintiff and the defendant it was found that there was due to the plaintiff a balance which (including the plaintiff's costs of the taxation, payable by the defendant) amounted to £75 5s. 1d. This the defendant was ordered to pay to the plaintiff. In February, 1899, the plaintiff commenced an action against the defendant in the Queen's Bench Division claiming damages for the bankruptcy petition, which he alleged to have been presented falsely, maliciously, and without reasonable and probable cause; that the judgment of July, 1897, which he alleged to have been fraudulently obtained, should be set aside; and that the bills of costs for £275 3s. 9d. and £201 11s. 5d. should be ordered to be taxed. The defendant applied that so much of the statement of claim as claimed damages for the malicious presentation of the petition should be struck out on the ground that without an averment of special damage it disclosed no reasonable cause of action; and that the remainder of the statement of claim should be struck out unless the money secured by the judgment was paid into court or secured. On the 11th of April, 1899, the master refused this application; and on the 1st of May, Kennedy, J., at chambers dismissed an appeal against the master's order, but gave leave to appeal. The defendant appealed accordingly. It was stated that both the master and the learned judge expressed themselves inclined to stop the plaintiff's action, but considered that they were bound by the case of *Cole v. Langford* (1898, 2 Q. B. 36) to decide otherwise.

THE COURT (LINDLEY, M.R., and RIGBY, L.J.) dismissed the appeal, without calling upon counsel for the plaintiff.

LINDLEY, M.R., said: I do not think we should gain anything by taking further time to consider this case. It seems to me that it is certainly not a case for summarily striking out the statement of claim, which means snuffing out the plaintiff's action, on the ground that it is reasonably plain he has really no chance of success. I do not think we can at this stage say that the plaintiff here has no chance. I do not, of course, say anything at all about the merits of the dispute; but I do not think we can deal with the case on such a ground. The facts, so far as we have to consider them, are simple. Here is a judgment by default, which has been obtained by the present defendant against the present plaintiff. The present plaintiff has now brought an action to impeach that judgment on the ground of fraud. On behalf of the present defendant it is then said that that action will not lie. That proposition, I must say, was quite new to me, as an equity lawyer, and I confess I was startled by it. I, of course, knew perfectly well that there were summary methods of getting rid of a judgment which had been obtained by default; but the broad proposition that a judgment by default could not be impeached by bill on the ground of fraud certainly startled me. On refreshing my memory by reference to the books on pleading I find that my first impression is right. In equity a judgment might be impeached by original bill without leave. Why, then, should not a judgment by default be so impeached? Suppose the default was of this sort, that a man was induced by fraud not to appear in the action, whereby judgment was got against him; to say that a judgment obtained in that way could not be impeached by an action would, I think, be quite wrong. I am not prepared to say that because the Rules of the Supreme Court now provide a shorter method of setting aside a judgment by default, you cannot any longer have recourse to the old method. The old method is what would now be called an action, for suits and bills do not now exist. But, although the proceeding is now called an action, the old jurisdiction to set aside a judgment by default has not been touched or taken away. But there is another subordinate question. There being now a short method of doing, upon terms, what the plaintiff by this action seeks to do—by an application which the court would grant only upon terms—it is worthy of consideration whether, if the plaintiff chooses not to avail himself of that procedure, but prefers to have recourse to the longer, more expensive, and more dilatory method of an action, he should not be put upon the same terms which the court would have imposed if he had had recourse

to the shorter method—i.e., the terms of paying into court the amount of the judgment he seeks to set aside. But the answer to that question is that it would not be right here to order payment into court, because the defendant has himself admitted that he is a secured creditor. Therefore I pass over that part of the case, which, in view of the actual facts, it seems to me it is not necessary to consider. As a general proposition, it strikes me as dangerous and unadvisable for any court to snuff out summarily an action brought on the ground of fraud. An allegation of fraud is a very serious matter, and ought not to be made except where there is some adequate proof to substantiate it. But for us to say to the plaintiff that he shall not have an opportunity of substantiating such an allegation would not, in my opinion, be right. Then there is another point in the case: one which is less important. It is said that the plaintiff's action is frivolous because it is grounded, to some extent, upon a malicious proceeding in bankruptcy. It is said that an action would not lie for such a proceeding, even if malicious, without proof of special damage to the plaintiff. I do not know whether an action will lie or not; but even if it will not it by no means follows that we can now declare the action to be frivolous. The suggestion that we can do so at all commends itself to me. The question whether the plaintiff's action is maintainable on such a ground requires careful consideration, especially since the alteration in the law relating to bankruptcy, which enables people who are not traders to be made bankrupt. To ask us summarily to stop this action and to strike out the statement of claim, or to do what is asked for here in the alternative, is plainly hopeless. A long argument would be necessary before we could ascertain what we ought to do. Now, applications of this kind ought to be made only for the purpose of snuffing out actions which are evidently frivolous. This action is one which must be tried on its merits, both on the questions of law and on the facts. In my opinion, therefore, this appeal ought to be dismissed, and dismissed with costs.

RIGBY, L.J., delivered judgment to the same effect.—COUNSEL, *Joseph Walton, Q.C., and Montague Lush; Lawson Walton, Q.C., and Muir Mackenzie.* SOLICITORS, *Lindo & Co.; Sydney R. Pollard.*

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

NOTICE.

The annual general meeting of the members of this society will be held on Friday, the 14th of July next, at 2 p.m. precisely, for the election of a president and vice-president of the society; of eleven members of the Council in place of the ten members who go out of office in rotation and of Mr. Henry Roscoe, deceased; of three auditors; and for other purposes of the society.

The following are the names of the members of the Council who go out of office by rotation, and so far as is known all of them, with the exception of Mr. Munton and Mr. Wing, will be nominated for re-election: Mr. E. K. Blyth, Mr. E. J. Bristow, Mr. R. Cunliffe, Mr. W. F. Fladgate, Mr. J. E. Gray Hill, Mr. J. W. Howlett, Mr. B. G. Lake, Mr. C. B. Margetts, Mr. F. K. Munton, Mr. H. Wing.

LAW STUDENTS' JOURNAL.

COUNCIL OF LEGAL EDUCATION.

TRINITY HONOUR EXAMINATION, 1899.

EXAMINATION OF STUDENTS OF THE INNS OF COURT HELD AT LINCOLN'S INN, 15TH, 16TH, 17TH, 18TH, AND 19TH MAY, 1899.

The Council of Legal Education have awarded to Gerard Moresby Thoroton Hildyard, Lincoln's Inn, a studentship of One Hundred Guineas a year, tenable for three years; to Shadi Lal, Gray's Inn, Certificate of Honour; to Shadi Lal, Gray's Inn, the Special Prize of £50 for the best Examination in Constitutional Law, English and Colonial, and Legal History; to James William Cleland, Middle Temple, Edward Andrew Wallace Milroy, Lincoln's Inn, and Harold Rogers Ward, Inner Temple, pass certificates.

Note.—The Barstow Law Scholarship was not awarded.

The Council of Legal Education have awarded to the following students certificates that they have satisfactorily passed a public examination:—

LINCOLN'S INN.—Donald Fossick Alderson, Arthur Henry Southcote Aston, Merwanji Rustonji Boyce, Walter Duffield Dobell, James Evans, Robert William Wright Henderson, William Holding, Hussam-Ud-Deen, John Robert Innes, William Thomas Granville Lewis, Raymond Herbert Roope Reeve, Mohamad Abdullah Shah, Goolamhoossein Fazlulbhooy Visram, and Ernest Handel Cossham Wethered.

INNER TEMPLE.—Henry Rickards Bramley, Halford Gay Burdett, Edward Henry Chapman, Henry Crawford Arthur Conybeare, William George Courthope, Pestanji Dadabhai, John Porter Foster, William George Howard Gritten, Ralph Tichborne Hinckes, Francis Wrigley Hirst, William Stanley Macbean Knight, Percy Alexander Koppel, Frederick William Lawrence, Carlos Barron Lumsden, Hugh Montgomery, Alexander Francis Part, Maxwell Alexander Robertson, Lewis John Sturge, William Hobart Houghton Thorne, Baron Dietrich Von Boeselager, Winter Williams, and Charles Rufus Marshall Workman.

MIDDLE TEMPLE.—Valentine Browne, Henry Seward Bentley Buse, Campbell Burn, Charles Thomas Cox, Edward Adolphus De Brett, Ludwig

Freyberger, William Spencer Clayton Greene, Morgan Phillip Griffith-Jones, Joseph Edward Lilley, Malcolm Bruce Milne, Hugh Fletcher Moulton, William Sellers, and Lambert Frederick Wintle.

GRAY'S-INN.—Alexander Jabez Balm, Joseph Baptista, Percy Edwin Barton, Edward Holton Coumbe, Virchand Raghavji Gandhi, Ghoudhri Sultan Mohamad Khan, Guru Das Nanda, Mohammed Shah Nawaz, Edward Owen, Ramchandra Vasudso Paranjpe, Richard Emmanuel Phipps, Alfred Julius Robertson, Jotindra Nath Roy, Sirdar Foujdar Singh, Carleton Sidney Smith, and Ernest John Wilberforce.

Examined, 101; passed, 65.

Note.—One candidate was ordered not to be admitted for examination again until the Hilary Examination, 1900.

The following students passed a satisfactory examination in Roman Law:—

LINCOLN'S-INN.—Mathurbhai Pragjibhai Amin, (Pestonjee Sorabjee Bativala, Christopher Ernest Dibb, William Peck Frean, and Alan McLean, INNER TEMPLE.—John Arthur Barratt, William John Braithwaite, Edward Lewis Rumbell Kelsey, William Bernard Stanislaus Smith, and Stanley Shelbourne Taylor.

MIDDLE TEMPLE.—Albert William Bodeker, Herbert Phillips Fletcher, William Houlding, Henry Anprère Leggett, Tadashige Matsumoto, Richard Parry, Thomas Taylor Poynton, Thomas Richmond, and John Wells Thatcher.

GRAY'S-INN.—Sydney Ashley, Wilfred Abernethy Evers Austen, Asutosh Das, William Heath Eustace Fellows, Hendrik Johan François Franken, Evert Jan Van Gorkom, Lewis Langhame Phillips Griffith-Jones, David Pieter Joubert, Francis Stanislaus Leung, Owen Glanville Morris, Gullu Ram, Hjalmar Reitz, and Henry Stanley.

Examined, 60; passed, 32.

Seven candidates were ordered not to be admitted for examination again until the Hilary Examination, 1900.

The following students passed a satisfactory examination in Roman Law and Constitutional Law and Legal History:—

LINCOLN'S-INN.—Harry Carew Garcia, and Reginald Horace Walpole. INNER TEMPLE.—Ellis Ashmead-Bartlett, Henry Dashwood Stucley Leake, Hon. Edward Reginald Lindsey, March Vaughan, and William Henry Jervis Wegg.

MIDDLE TEMPLE.—George Harry Boden, William Craig Henderson, Michael Hughes, and Herbert Acheson Moore.

GRAY'S-INN.—Charles Solomon Rene.

Examined, 25; passed, 12.

Of the twelve candidates who failed, two were ordered not to be admitted for examination again in Roman Law until the Hilary Examination, 1900.

The following students passed a satisfactory examination in Constitutional Law and Legal History:—

LINCOLN'S-INN.—Edward Ackroyd, Ernest William Barnes, Sydney William Phipson Beale, William Copping, Gordon Crosse, George Sampson Elliston, Benjamin Christmas Forder, Horace Freeman, Romril James Robert Goffin, and Arthur Noel Kenion.

INNER TEMPLE.—Henry Ward Boys, Jehangir Dinsha Davar, Nugent Cyrus Grant, James Windsor Lewis, Charles Russell McClure, Patrick Norreys Russell, and Alfred Louis Anthony Thomson.

MIDDLE TEMPLE.—Herbert Marcus Adler, Mohamed Arabi, James Allan Battersby, Arthur Keignier Conder, James Arthur Davies, Reginald Bruce Fellows, Ralph Bryan Henry Gibbins, Albert Wallace Grant, Julius Jacob, Kazim Ali Khan, Edmund Marshall, Henry Edward Peacock, and Thomas Justin Williams.

GRAY'S-INN.—Samuel Birch, Hukam Chand, and Balkrishna Bhagwandas Joshi.

Examined, 55; passed, 33.

Note.—Four candidates were ordered not to be admitted for examination again until the Hilary Examination, 1900.

LEGAL NEWS.

APPOINTMENTS.

The Right Hon. SAMUEL JAMES WAY, Chief Justice of South Australia, has been made a Baronet.

Mr. WALTER MURTON, C.B., solicitor, has received the honour of Knighthood.

Mr. J. F. BOTTON, Q.C., has received the honour of Knighthood.

Mr. JOSEPH FRIZELLE, late Chief Judge of the High Court of the Punjab; Mr. WILLIAM FISCHER AGNEW, Recorder of Rangoon; Mr. LAWRENCE HUGH JENKINS, Chief Justice of the High Court, Bombay; Mr. JOHN ALEXANDER BOYD, Chancellor of the High Court of the Province of Ontario; and Mr. THOMAS CROSSLY RAYNER, Chief Justice of the Colony of Lagos, have respectively received the honour of Knighthood.

Mr. DENNIS DOUTHWAITE has been appointed Steward and Under-Treasurer of the Honourable Society of Gray's-inn in succession to the late Mr. Frederick Musgrave.

Mr. HENRY SPANWORTH HOLT, of 6, Gray's-inn-square, W.C., solicitor, has been appointed a Commissioner to receive Affidavits to be used in the Courts of Record in the Province of Quebec. Mr. Holt was admitted in February, 1887.

INFORMATION REQUIRED.

DANIEL DIMMOCK.—Wanted, the solicitors, or their successors, of the late Daniel Dimmock, who died at Blackheath, in December, 1861.—Apply Y.658, The Times Office, E.C.

WILLIAM AUGUSTUS PEEL.—Any persons having the custody of the Will of, or any papers or property belonging to, William Augustus Peel, Esquire, deceased, late of Gravel-hill, Boxmore, or who may have attested the execution of any will by the deceased, are requested to communicate with Messrs. Rowcliffes, Rawle, & Co., 1, Bedford-row, London, solicitors.

CHANGES IN PARTNERSHIPS.

DISSOLUTION.

SAMUEL CECIL BIGNOLD and VINCENT JOSEPH ELDRED, solicitors (Eldred & Bignold), 11, Queen Victoria-street, London. June 5.

[Gazette, June 6.]

GENERAL.

It is announced that the Queen in Council has approved of a municipal charter for the incorporation of Smethwick.

A subscription ball will take place in the Middle Temple Hall on Wednesday evening, the 5th of July next, when the number of tickets issued will be limited to 500.

The lecture by Master Macdonell, C.B., LL.D., on "International Law, and the Relations between Civilised and Uncivilised Communities, with Special Reference to Africa," at the London School of Economics, is postponed until Monday, 19th inst., at 8 p.m.

Her Majesty's judges, according to annual custom, held their whitebait dinner at the Ship Hotel, Greenwich, a few days ago, when among those present were the Lord Chief Justice, Lord Justice Bomer, Justices Wills, Grantham, Lawrence, Stirling, Bruce, Ridley, Bigham, Channell, and Cozens-Hardy.

In a recent case before a Scotch court, says the *Albany Law Journal*, a certain witness being called, a man rose up, and said: "He is gone." "Where is he gone?" said the judge. "It is his duty to be here." "My lord," was the cautious reply, "I wouldna care to commit myself as to whaur he's gone; but he's deid."

Mr. S. F. Langham, coroner for the City of London and borough of Southwark, has just completed fifty years' service as deputy-coroner and coroner. On the 6th of June, 1849, he was appointed deputy to Mr. Bedford, then coroner for Westminster, a position he relinquished on his appointment as City coroner in succession to Mr. W. J. Payne.

Wednesday, the 14th inst., will be "call night" of Trinity Term at the at the four Inns of Court, when the large number of 128 students will become barristers-at-law. The number of calls to the bar this term at Gray's-inn is the largest number for 238 years, and the second largest in the history of the inn, this term being exceeded by Michaelmas Term of 1661, when forty-eight members were called to the bar, of whom eighteen were *ex gratia*.

Messrs. Edwin Fox & Bousfield announce that they will offer for sale at the Mart, Tokenhouse-yard, on the 5th of July, an entire King's freehold share in the New River Co. It is stated that in the past twenty-eight years the company's revenue has increased from £284,203 to £614,634, to which it amounted in 1898, for which year the income of the King's share now for disposal was £2,850. The owner of a King's share is relieved by the company's original charter from any responsibility of management, the affairs of the corporation being controlled by the holders of the adventurers' shares, who own the other moiety of the concern.

One Gonnell, a wealthy citizen of Montgomery County, Indiana, says the *Albany Law Journal*, lent a widow a large sum of money to pay off certain incumbrances on her land, and subsequently they were married. He held her notes for the money lent, and it was not questioned that she used it to pay off her debts. She died a few years later, and Gonnell presented the notes against the estate that she left. Payment was refused and he brought suit to recover the amount. The Supreme Court, on the 29th ult., decided that he could not collect the money, and held that it was clearly a common law rule that a woman discharges all her indebtedness to her creditor when she marries him, and that this rule has not been abrogated by statute in Indiana.

It is announced that Sir Richard Webster, Sir Robert Reid, and Mr. Asquith, Great Britain's legal representatives in the arbitration as to the boundary between Venezuela and British Guiana, left Charing Cross on Thursday morning for Paris, to prepare for the opening of the arbitration proceedings on the 15th inst. The Lord Chief Justice and Lord Justice Collins, the arbitrators selected by Great Britain, will also leave shortly. As the contending parties have already laid statements and documents covering in all nearly 6,000 pages of closely-printed matter in Spanish, Dutch, French, and English, before the arbitrators, in addition to nearly two hundred maps, the proceedings will probably last for some time. The Attorney-General, in opening for Great Britain, is expected to speak for about sixteen days.

We are glad to see, says the *Albany Law Journal*, that our contemporary, the *New York Sun*, has recently lent the weight of its influence against the too common practice of some judges to indulge in scolding from the bench. It remarks that the district attorney of the county of New York has been "scored" so severely and continuously of late by the judges of the Court of General Sessions, even in his absence, as to suggest a doubt whether such indiscriminate and perpetual denunciation does not do more injury to that tribunal by detracting from the dignity that should distinguish it than it does good to the public by correcting the methods of Major Gardner's office. While proper occasions may arise for rebuke from the bench, there is a radical difference between the appropriate reprobation of misconduct

Mayor, &c, of London v City of London Electric Lighting Co ld appl of
 pliffs from order of Mr Justice Kekewich, dated Feb 15, 1899 March 20
 In re Carus Wilson Carus Wilson v Carus Wilson and In re Carus
 Wilson, infants appl of pliffs from order of Mr Justice Stirling, dated
 Feb 15, 1899 March 23
 The Detachable Pneumatic Tyre Syndicate ld v Dunlop Pneumatic Tyre
 Co ld appl of debts from order of Mr Justice Kekewich, dated March 22,
 1899 (order not perfected) March 24
 In re Milward & Co, solrs, &c appl of Milward & Co from order of Mr
 Justice Byrne, dated March 15, 1899 (order not perfected) March 24
 Jones v Barnett appl of debt S Barnett from order of Mr Justice Romer,
 dated Feb 25, 1899 March 25
 In re Stratford Malcolm v Stratford appl of debt C V W Stratford &
 anr from order of Mr Justice Romer, dated Aug 8, 1898
 In re The Co's Acts, 1862 to 1890, & In re the "Tyrian Construction Co
 ld" appl of R Pilling from order of Mr Justice Wright, dated March
 29, 1899 (order not perfected) March 29
 In re The Co's Acts, 1862 to 1890 & In re The Same Co ld appl of W
 Parker from same order (order not perfected) March 30
 In re Stafford (expte Metropolitan Board of Works) appl of London
 County Council from order of Mr Justice Byrne, dated March 16, 1899
 March 30
 Parry v Ough appl of debt W E Martin from order of Mr Justice Cozens-
 Hardy, dated March 21, 1899 (order not perfected) March 30
 In re The Co's Acts, 1862 to 1890 & In re The General Railway Syndicate
 ld appl of W Whiteley from order of Mr Justice Wright, dated March
 15, 1899 March 30
 Payton & Co ld v Snelling, Lampard & Co ld appl of debts from order of
 Mr Justice Byrne, dated March 21, 1899 April 5
 In re the Companies Acts, 1862 to 1890, & In re the London Sewing
 Machine Syndicate ld appl of liquidator from order of Mr Justice
 Cozens-Hardy (Companies Winding-up), dated March 16, 1899 (order
 not perfected) April 11
 In re The McKenzie Gold Mines ld and Co's Acts, 1862 to 1890 appl of
 Henry de Stedingk from order of Mr Justice Wright, dated March 16,
 1899 April 11
 In re Piesse Smith v. Piesse app of debt G C N Piesse from order of
 Mr Justice Kekewich, dated March 4, 1899 April 12
 In re The Co's Acts, 1862 to 1890, & In re Winding-up Proceeding in the
 County Court of Cornwall, holden at Truro (Stannaries Jurisdiction)
 No. 3 of 1897, & In re The New Far Consols ld appl of Charles Gregory
 from order of Mr Justice Wright, dated March 16, 1899 (order not
 perfected) April 12

FROM THE QUEEN'S BENCH DIVISION.

For Hearing.

(Final List.)

1898.

Thomas v Jones appl of debt from judgt of Mr Justice Phillimore
 dated July 16, 1898, at trial without a jury, Carmarthen October 21
 Clink v Hickie, Borman & Co appl of pliff from judgt of Mr Justice
 Bigham, dated Aug 10, 1898, at trial without a jury, Middlesex
 October 26
 Johnson & Co v Bristol Steam Navigation Co ld appl of debts from judgt
 of Mr Justice Phillimore, dated Aug 11, 1898, at trial without a jury,
 Swansea October 27
 Martin v London County Council appl of pliff from judgt of Mr Justice
 Kennedy, dated Aug 6, 1898, at trial, &c (jury discharged)
 November 5
 Gooch v Clutterbuck & anr (Davis, 3rd party) appl of Davis (3rd party)
 from judgt of Mr Justice Channell, dated Aug 8, 1898, at trial without
 a jury, Birmingham November 8
 Millward v Wood, Bigg & Nash appl of pliff from judgt of Mr Justice
 Channell, dated Aug 11, 1898, at trial without a jury, Birmingham
 November 10
 Beard v Walke appl of pliff from judgt of Mr Justice Darling, dated
 Oct 29, 1898, at trial without a jury, Middlesex November 10
 Charrington v Hart appl of pliff from judgt of Mr Justice Phillimore,
 dated Oct 27, 1898, at trial without a jury, Middlesex November 10
 Houlder & ors v Bowen & ors appl of F A Bowen, a debt, from judgt of
 Mr Justice Mathew, dated Nov 8, 1898, at trial without a jury, Middle-
 sex November 12
 Same v Same appl of E Cassel from judgt of Mr Justice Mathew, dated
 Nov 8, 1898, at trial without a jury, Middlesex November 12
 Purves v Straits of Dover Steamship Co, ld & ors appl of debts from
 judgt of Mr Justice Mathew, dated Nov 2, 1898, at trial without a jury,
 Middlesex November 15
 Sanderson & Levi v The British Westralian and Share Corp'n, ld, & ors
 appl of debts from judgt of Mr Justice Mathew, dated Nov 9, 1898, at
 trial without a jury, Middlesex November 16
 The Joint Committee of the River Ribble v Halliwell (Crown side) appl
 of pliffs from judgt of the Lord Chief Justice and Mr Justice Wills,
 dated Oct 27, 1898 November 16
 Same v Shorroek (carrying on, &c) Crown side appl of pliffs from judgt
 of the Lord Chief Justice and Mr Justice Wills, dated Oct 27, 1898
 November 16
 Redfern, ld v The Provident Association of London, ld appl of pliffs from
 judgt of Mr Justice Wright, dated Nov 8, 1898, at trial without a jury,
 Middlesex November 18
 Rice v Reed appl of debt from judgt of Mr Justice Lawrence, dated Nov
 16, 1898, at trial with special jury, Middlesex November 23
 T Prescott (applt) v H. W. Lee (respt) Crown side appl of applt from

judgt of the Lord Chief Justice, Mr Justice Wills, and Mr Justice Law-
 rence, dated Nov 11, 1898 November 23
 The Excel (British & Colonial) Milk Sterilizing Co ld v Reavely & Co appl
 of debts from judgt of Mr Justice Wright, dated Nov 22, 1898, at trial
 without a jury, Middlesex Nov 25
 Geisha Syndicate ld & anr v Edwardes appl of pliffs from judgt of Mr
 Justice Channell, dated Nov 8, 1898, at trial without a jury, Middlesex
 Nov 28
 Saxon SS Co ld v Union SS Co ld appl of debts from judgt of The Lord
 Chief Justice, dated Nov 18, 1898, at trial, &c Dec 3
 Same v Same appl of pliffs from judgt of The Lord Chief Justice, dated
 Nov 18, 1898, at trial, &c Dec 7
 Holliday v The National Telephone Co ld (Crown Side) appl of pliff from
 judgt of Justices Wills and Lawrence, dated Nov 29, 1898 Dec 10
 Perfecta Seamless Steel Tube Co ld v J Penn & Sons ld appl of pliffs
 from judgt of Mr Justice Channell, dated Nov 14, 1898, at trial with
 special jury, Birmingham Dec 10
 Bolt v East appl of pliff from judgt of Mr Justice Channell, dated Nov 26,
 1898, at trial without a jury, Middlesex (security ordered) Dec 12
 Moore v Ransome's Dock Committee appl of debts from judgt of Mr
 Justice Lawrence, dated December 3, 1898, at trial with special jury,
 Middlesex December 13
 Union Steamship Co ld v D Davis & Sons ld appeal of debts from judgt of
 The Lord Chief Justice, dated November 18, 1898, at trial without a
 jury, Middlesex December 13
 The Mercantile Bank of London ld v Evans appl of debt from judgt of
 Mr Justice Bruce, dated December 3, 1898, at trial, &c (jury discharged),
 Middlesex December 17
 Marshall v Colonial Consignment, & Co appl of pliff from judgt of
 Mr Justice Kennedy, dated December 7, 1898, at trial without a jury,
 Middlesex December 17
 Neeld v Hendon Urban District Council appl of debts from judgt of Mr
 Justice Channell, dated November 30, 1898, at trial without a jury,
 Middlesex December 19
 The Attorney-Gen v Clarkson & ors (Revenue side) appl of debts from
 judgt of Justices Wills & Bruce, dated Dec 13, 1898 Dec 20
 The St Louis Breweries ld (applts) v Aphorpe, Surveyor of Taxes (respt)
 Revenue side appl of applts from judgt of Justices Wills & Bruce, dated
 Dec 13, 1898 Dec 20
 Sarll v Woodham appl of pliff from judgt of Mr Justice Bruce, dated Nov
 16, 1898, at trial without a jury, Middlesex Dec 29
 The District Council of Daventry v Parker appl of pliffs from judgt of
 Justices Wills & Bruce, dated Dec 20, 1898 Dec 30

1899.

Lister & Co ld & ors v Dix Bros appl of debts from judgt of Mr Justice
 Wright, dated Dec 21, 1898, at trial without a jury, Middlesex Jan 2
 Newman v Hasluck appl of pliff from judgt of Mr Justice Channell, dated
 Oct 25, 1898, at trial without a jury, Middlesex Jan 3
 Styles (Surveyor of Taxes) (applt) v The Treasurer of Middle Temple (respt)
 Revenue side appl of respt from judgt of Justices Wills & Bruce, dated
 Dec 15, 1898 Jan 5
 Shamrock SS Co ld v Storey & Co appl of pliffs from judgt of Mr Justice
 Bigham, dated Dec 19, 1898, at trial without a jury, Middlesex Jan 11
 Thomas v Corporation of Devonport appl of pliff from judgt of Mr
 Justice Phillimore, dated Oct 25, 1898, at trial without a jury, Middlesex
 Jan 12
 Adams v Stevens & Co appl of pliff from judgt of Mr Justice Kennedy,
 dated Dec 21, 1898, at trial without a jury, Middlesex Jan 14
 Rowell (wife, &c) v Rowell appl of debt from judgt of Mr Justice
 Grantham, dated Jan 11, 1899, at trial without a jury, Middlesex
 Jan 16
 Talbot Newspaper Co ld v The N A P Window Co ld. appl of pliffs from
 judgt of Mr Justice Grantham, dated Dec 20, 1898, at trial without a
 jury, Middlesex Jan 20
 Goldstein v Lea appl of debt from judgt of Mr Justice Kennedy, dated
 Jan 12, 1899, at trial without a jury, Middlesex Jan 23
 Ellis (applt) v The Assessment Committee of Camberwell & ors (respts)
 Crown side appl of applt from judgt of Justices Lawrence & Channell,
 dated Jan 18, 1899 Jan 25
 Cornford v Carlton Bank ld appl of debts from judgt of Mr Justice
 Darling, dated Jan 20, 1899, at trial without a jury, Middlesex Jan 27
 Grant v The Gold Exploration & Development Syndicate ld appl of
 debts from judgt of Mr Justice Bigham, dated Jan 22, 1899 Jan 28
 Weir (trading, &c) v The Union Steamship Co ld appl of pliffs from
 judgt of Mr Justice Bigham, dated Jan 19, 1899, at trial without a jury,
 Middlesex Jan 28
 Gifford & anr v Willoughby's Mashonaland, &c Co ld and ors appl of
 pliffs from judgt of The Lord Chief Justice, dated Nov 28, 1898, at trial
 without a jury, Middlesex Jan 31
 In re An Arbitration between the Astley & Tyldesley Coal & Salt Co &
 the Tyldesley Coal Co appl of Astley & Tyldesley Coal, &c Co from
 judgt of Justices Bruce & Ridley, dated Jan 20, 1899 (special case
 Feb 1
 Jones v Bernstein (trading as the National Furnishing Co.) Crown side
 appl of debt from judgt of Justices Lawrence & Channell, dated Jan 25,
 1899 Feb 2
 The Attorney-Gen v London & North-Western Ry Co appl of debts
 from judgt of Mr Justice Bruce, dated Nov 10, 1898, at trial with special
 jury, Middlesex Feb 3
 Swayne (applt) v The Commrs of Inland Revenue (respts) Revenue side
 appl of respts from judgt of Justices Wills & Bruce, dated Dec 21, 1898
 Feb 4

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

TRINITY SITTINGS, 1899.

(Continued from p. 540.)

Before Mr. Justice NOLAN.
 Causes for Trial (with witnesses).
 Reed v Turner act
 Consolidated Exploration & Finance Co ld v Musgrave act
 In re Gerlach Gerlach v Cox act
 Leach Bros v Rowe act
 Edwards v Summerton act & counterclaim
 Staples v Anderson act
 Nichols v Day act
 Saccharin Corpn ld v Bratby & Hinchliffe ld act
 London & County Banking Co ld v Clarendon Hotel Co ld act & counterclaim
 Brown v Ward act without pleadings
 Edison Bell Consolidated Phonograph Co ld v Owen act (pleadings to be delivered)
 Hutchings v Seaford Urban District Council act
 Jones v Cunliffe act
 Rhymney Ry Co v Brecon & Merthyr Tydfil Junction Ry Co act
 Webb v Fagotti Bros act
 Couron v Cundy act
 Merchant Venturers of Bristol v Stothert act
 Basden v National Trading Corpn ld act
 Pinnock v Pinnock act
 Smith v Titmus act
 Aldridge v Blackman act without pleadings
 In re Willis Shaw v Flanagan act
 Hexter v Pearce act
 Peter v Plymouth Breweries ld act (pleadings to be delivered)
 Grosvenor Mansions Co ld v Cooper-Coles act
 Deverill v Nottingham Turkish Baths Co ld act
 Lord Sackville v Bottomley act
 Lamb v Lamb act
 Kensington Freehold Land Trust ld v Bescoy act
 The Acetylene Illuminating Co ld v Midland Acetylene (Parent) Syndicate ld act
 Root v Donn act
 In re Brown Smith v Sully act
 Carpmal v Ware act
 Isaacs v Evans act
 In re Trade Mark 25, 422 & Patents, &c Acts motn ord to go into General List
 Stanley v Robson & Co act
 Stohwasser v Dennant act
 Bauer v Silicate Paint Co (J. B. Orr & Co ld) act
 Wright v Prall act

Before Mr. Justice STIRLING.
 Causes for Trial (with witnesses).
 Attorney-Gen v Guardians of Poor of Bedwellty Union act
 Taylor & Son v Fell act
 Jacob v Down act
 Coles v Richards act
 Wall v The London and Northern Assets Corpn, ld act
 Stone v Allen act
 Sidaway v Evans act
 J Crosfield & Sons ld v Sharp Bros & Co ld act
 Jenkins v Williams act
 Wetherall v Budd act (pleadings to be delivered)
 Butlin v Glaskin act
 Beeris v The Rylands Glass & Co act (pleadings to be delivered)
 London County Council v Great Northern Ry Co act
 Simes v Martin act

Muller v Nicolls act (to come into List after British West Charterland ld v Nicolls)
 Low v Low act & m f j
 Ellis v Muir act
 Proctor v Lupton act
 In re Imray's Patent No 6,057 of 1898 &c petn entered in Witness List
 Bullard v Bullard & Sons act (pltf dead)
 Bullard v Bullard act (pltf dead)
 Hayes v Jones act
 Heatly v Spiers & Pond ld act
 Magnus v The Plumbers Co act
 Chase v The London County Council act
 In re Ackroyd Burgess v Ackroyd act
 Mutoscope & Biograph Syndicate ld v British Stereopticon Biograph Co ld act
 The Coupe & Dunlop &c Co ld v Heath act
 Bayley v Green act (pleadings to be delivered)
 Forwood Bros & Co v Hudson issues for trial
 In re Stead Whitham v Andrew act
 In re Heaps Pulleyne v Wilson act and m f j
 Hackett v Woodward act
 Foakes v Jackson act
 Rosenberg v Smolinsky act
 Mackenzie v Headland Hotel Co ld act
 Walker v Shaw, Savill & Allbron Co ld act
 Jennings Bros ld v Warwick act
 Powell v Powell act
 Stead v Clegg act
 The Trustees, Exors, &c, ld v Armstrong act
 Morris v Hollender act
 Press v Stanton act
 Press v Clay act
 Moore v Ackerman act
 Edwards v Millar act
 Halley v Slater act
 South Staffordshire Blue Brick Co ld v Rowley Station Colliery Co ld act
 Ainsworth v Alcock adj sumus entered in Witness List

Before Mr. Justice KKEWICH.
 Causes for Trial (with witnesses).
 Seaman v Houghton act
 In re Jonas Davis v Jonas act
 South African Breweries ld v King act
 Stock v Meakin act
 In re Holmes Holmes v Hardaway Hardaway v Holmes act & counterclaim
 Wood v Abrahams act (not before July 14)
 Elles v Davies act
 In re Hinkesman Hinkesman v Hinkesman act
 Martin v Winby act (June 6 after any case advertised)
 Wood v Boughton act
 Chambers v Harries, Wilkinson & Raikes act
 Halford v Hardy act
 A B Dick Co v Young act
 Davies v Smale act (so 21 days after judg in Probate act)
 Parham v Mumford act
 Attorney-Gen v Urban District Council of Hanwell act
 Ind, Coops & Co ld v MacLean act
 Chambers v Cowan & Son ld act
 Gardner & Gardner v Moore act

Heller v Weiss act
 Goulding v Honor act
 Duke of Devonshire v Brookshaw act
 In re Hands In re Lucas Lucas v Oldacres act & counterclaim
 Loader v London Property Co ld act
 Van Grutten v Foxwell act
 Merrill v Founders' Committee ld act
 In re Genesi Cooper v Knight act
 Chamberlain & Hookham ld v Mayor &c of Bradford act
 Poutz v Prestige & Co act without pleadings (June 13 after No 63)
 Thomson v Lord Clanmorris act with m f j by order March 25, 1899
 White v Cash act
 J R Watts (trading &c) v Horsfield act
 The Great Western R Co v The Trerice China Clay Co ld act (June 13)
 Williams v Glasdir Copper Mines ld act
 Wimssett v Nurse act & m f j
 Heddle v Chandler act
 Causes for Trial (without witnesses).
 Timmins v O'Toole act & m f (first non-witness day in June)
 Miller v Walton m f j (short)

Before Mr. Justice WRIGHT.
 (Sitting as an additional Judge of the Chancery Division.)
 Companies (Winding-up).
 Petitions.
 (N.B.—The Petitions Nos 1 to 30 inclusive are all standing over with liberty to restore)
 Joseph Bull, Sons & Co ld (petn of M T Shaw & Co)
 Glamorgan Central Permanent Benefit Building Soc (petn of the Co)
 Industrial Securities Investment Co ld (petn of E A Hamblyn)
 Bidasoa Ry & Mines ld (petn of F Thorn)
 Dawe & Co ld (petn of A Witchurch)
 Eastern Counties Bacon Factory ld (petn of Lalor and Kindersley)
 Otis Steel Co ld (petn of L Ralton)
 G & S Bracknell ld (petn of The Continental Bottle Co)
 South Kent Water Co (petn of J Oakes & Co)
 Pontypridd Improvements Co ld (petn of P J Dunn & ora)
 Gold Reefs of Western Australia ld (petn of G E D Durnford)
 North Borneo Prospecting & Cultivation Syndicate ld (petn of W P R Newlands)
 Globe Blocks Mining Co ld (scheme of arrangement) (petn of C J Fauvel and The South African and Australian Exploration and Development Syndicate ld)
 London & Paris Finance & Exploration Co ld (petn of Reservoir Hub & Components Co ld)
 Wheel Club ld (petn of H J Grimwade) s o generally
 South Australian Petroleum Fields ld (petn of J Senior) s o generally
 Coolgardie Mint & Iron King Gold Mines ld (petn of A Watters) s o generally
 Transvaal Exploring Co ld (petn of T. Baines) s o generally
 Barberton Reefs ld (petn of L P Bowler)
 Teify Vale Mining Co ld (petn of M H Davis & Sons)
 London & County Newspaper Syndicate ld (petn of L Spackman & Son)

Industrial Inventions Development Co ld (petn of A J Hill & anr)
 Pynallyng Consols ld (petn of M P Swinburne)
 East Wealth of Nations Gold Co ld (petn of C J McCulloch & Co)
 Pyramidal Syndicate ld (petn of S Butterworth & Sons)
 Leather-Shod Wheel Co ld (petn of Martha S Keast)
 Stanley Bros & Westwood Manufacturing Co ld (petn of D Russell)
 Hit or Miss Proprietary Gold Mines ld (petn of E L Bennet & ora)
 East Wealth of Nations Co ld (petn of East Wealth of Nations Gold Co ld)
 Patent Counting & Registering Appliances Syndicate ld (petn of A Jones)
 Accles ld (petn of Nile's Tool Works Co ld)

Before Mr. Justice BYRNE.
 Causes for Trial (with witnesses).
 Bailey v Skinner act
 Crebbin v Bartlett act
 Spiller v Hoare act
 Hogg v Wontner act
 Basil Montgomery & Co v Freeman Cohen's Consolidated, ld act
 Hollingsworth v Grave act
 Turner v James act
 Roe v Roe act
 Gale v Ashby act
 Ashby & Co v Gale act & counterclaim (transferred from Q B Division)
 Hawker & Mitchell v The Stourfield Park Hotel Co ld act
 Midgley v Pacific Contract Co ld act
 Stoneham v Seal act
 Volckman v Guppy act & counterclaim
 Bourdon v Grubb act
 Dawson v Darby act
 J Johnson & Co ld v Tennant act agst deft Tennant (without pleadings)
 Harris v Clarke act
 Parker v Syria Ottoman Ry Co act
 W Marshall & Co ld v A H Bull ld act
 Griffin v Johnson act
 Thomas v Transatlantic Steam Co ld act
 Lichten-tadter v Anderson's British Canadian Gold Properties ld act
 Anderson's, &c ld v Lichtenstadter act
 Tooley v Tooley act & counterclaim
 Hawtrey v Bleackleg act
 Governors of Bridewell Hospital v Marshall act
 Franklyn v Mason act
 Hazel v Humfrey act
 London General Omnibus Co ld v Gillings act (pleadings to be delivered)
 West Australian Gold Fields ld v Colonial Industries Co ld act
 In re Dickinson's Patent, 1891, No 5,461 petn entered in Witness List
 Wilmot v Giles act (pleadings to be delivered)
 Edwards v Hendrix act
 Attorney-Gen v Hughes act & m f j
 Honour v Equitable Life Assoc Soc of the United States act
 Wall v London & Northern Assets Corpn ld act
 Catten v Bridgewater Bridgewater Catten act (consolidated)
 London City & Midland Bank ld v Thomson act (pleadings to be delivered)

Before Mr. Justice COZENS, HARDY.
Causes for Trial (with witnesses).
Transferred by Order, dated May 5, 1899.

Barclay v Mayor, &c., of Wakefield
act for trial without pleadings by
order

Clipperton v Wood act for trial
The Electric Construction Co ld v
Imperial Tramways Co ld act
for trial by order (pleadings to
be delivered)

Llandudno Urban District Council
v Woods act for trial

Stubbins v Brake act for trial
In re Tawn Tawn v Tawn adjd
sums entered as Witness Action
by order

A W Gamage ld v Beasley act
for trial set down by order
(pleadings to be delivered)

Hart v Clough act for trial
Bassano v Bromet act for trial by
order

Hill v Wilson act for trial (Brad-
ford D R)

Smith v Paine act for trial
Cornwall v Henson act for trial
Taylor v Stych act for trial

Domleo v Trustee of T R Clifford,
&c act for trial

Owen v Ogilvie act for trial
Law v Spiers & Pond ld act for
trial

Same v Same act (transferred from
Q B Division)

Papillon v Hutchinson act for trial
Raby v Cox act for trial

Noakes v Corke act for trial
Knollys v Kent Coal, Finance, &
Development Co ld act for trial

Norris v Grainger act for trial
Cook v Loxton act for trial

Masters v Paynter act for trial

Frost v Lewis act for trial
Wallis v Purkess act for trial
North v Akeroyd act for trial &
counterclaim

Chamberlain v Chamberlain act
for trial

In re Solomon Lloyd v Selwyn
act for trial & 3rd party notice of
deft by order, May 16, 1898

British Motor Co ld v Burgess Cycle
Co ld act for trial

Pearson v Blamires act for trial
In re J Morton's Registered Design
No 268,635, &c motn entered in
Witness List

Day v Atkey act for trial
Tullis v Macintosh, Meikle, & Co ld
act for trial

In re The Palmarejo Mining Co ld
Bruce v The Palmarejo Mining
Co ld act for trial

Bellamy v Richardson act for trial
In re Howes Chapman v Putland
act for trial

Austin v Pyne act for trial
Poyle Mills Co ld v Wiggins act
for trial

Reeves v Parmer act for trial by
order Jan 13, 1899 (pleadings
to be delivered)

Ruston v Sherras act for trial
Schofield v Lewis act for trial

Tindal v Spitzel act for trial
Von der Heydt v Dunlop act for
trial

In re Collyer Collyer v Collyer
act for trial

Summers v Summers act for trial
In re Salmon Smith v Towerzey
act for trial

White v Gingell act for trial
Kenrick v Mountstevens act for
trial

(To be continued.)

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

June 12.—Messrs. MIDDLETON & CRACKNELL, at the Mart, at 2, in Three Lots:—Hampstead, N.W.: Three semi-detached Residences. Solicitor, Hugh Rose-Innes, Esq., London.—73 and 75, South-hill Park (just off the Heath). Solicitor, S. A. Bailey, Esq., London. (See advertisement, June 3, p. 10.)

June 12.—Mr. THOS. G. ROGERS, at the Mart, at 2.—Highgate: Two Freehold Cottages. Crouch End: Semi-detached long Leasehold Residence. Solicitor, E. H. Quicks, Esq., London.—Hornsey: Four Freehold Cottages. Dalston: Nine-roomed Leasehold House. Bermondsey: Freehold Ground-rent £35 per annum. Solicitor, D. J. Edmonds, Esq., London. (See advertisements, June 3, at p. 6.)

June 13.—Messrs. DEBENHAM, TEBBON, FARMER, & BRIDGEWATER, at the Mart, at 2:—Herefordshire: The Rowden House Estate, close to Rowden Mill Station on the Great Western Railway (Bromyard and Leominster Branch), about 3 miles from Bromyard, 10 from Leominster, 15 from Hereford, the same from Worcester, and about 3½ hours' journey from London; in all about 153 2r. 39p., and is within reach of six packs of hounds. Solicitors, Messrs. H. C. Beddoe & Son and Messrs. Farrer & Co., London.—Highgate: Two detached Residences, standing in grounds of about an acre each, about seven minutes' walk from Highgate Station (G.N.R.), with possession. Solicitors, Messrs. Tarry, Sherlock, & King, London.—Sydenham-hill: Detached Family Residence, with stabling and grounds of nearly four acres, with possession; the whole covering an area of about 3a. 3r. 0p., held from Dulwich College for 44 years unexpired. Solicitors, Messrs. Minchin & Co., London.—Fleet-street, City: By order of the Governors of St. Bartholomew's Hospital, a commanding Building Site, occupying an area of about 2,200 square feet on the south side and newly-widened part of this thoroughfare, frontages of 53 ft. to Fleet-street and 50 ft. 8 in. to St. Bride's-avenue. Solicitors, Messrs. Wilde, Moore, & Wigston, London.—FRESHAM, Surrey: About two miles from Farnham Station (L. & S.W.R.), and within easy reach of London, 45 acres of undulating heath, pasture, and woodland, having long frontages to capital roads; Lot 1, 5a. 0r. 15p.; Lot 2, 2a. 1r. 30p.; and Lot 3, 17a. 3r. 3p. Solicitors, Messrs. Fitzhugh, Woolley, Baines, & Woolley, Brighton. (See advertisements, June 3, p. 2.)

June 13.—Messrs. DRIVER & Co., at the Mart, at 2: Freehold Marine Residence, with attractive pleasure-grounds, the whole containing about 1½ acre, about three-quarters of a mile from Felixstowe Town Station. Solicitors, Messrs. Tompkinson & Cox, London.—In Six Lots, Improved Leasehold Ground-rents of £73 10s. a year, secured upon Nos. 22 and 24, Macroom-road, St. Peter's Park, Paddington. Freehold Ground-rents of £28 a year, secured upon 42, 44, 46, and 48, Horned-road. Freehold Building Land adjoining, containing about 3,000 superficial feet. No. 2 Wharf, Fermoyn-road, with extensive frontage to the canal; let at £120 a year. No. 1 Wharf, Fermoyn-road, with extensive frontage to the canal. Freehold Property, situate at Twyford, containing about 35½ acre, fronting the Grand Junction Canal. Solicitors, Messrs. Beale & Co., London. (See advertisements, June 3, p. 10.)

June 14.—Messrs. DAVID BURNETT & Co., at the Mart, at 2:—Star Life Assurance Shares: Sixty-eight £25 Shares in the Star Life Assurance Office, founded 1843, and one of the most prosperous life assurance societies in London. Shares and Debentures: Argus Printing Co.; London, Edinburgh, and Glasgow Assurance Co.; Salt Union; Indian and Ceylon Tea Trust Co.; London and Provincial Marine Insurance Co.; London, Chatham, and Dover Railway; Central London Railway; New York, Pennsylvania, and Ohio First Mortgage Trust; Amazon Telegraph Co.; National Liberal Club Buildings Co.; and National Trust, Solicitors, Messrs. Lydall & Sons, London.—Six hundred Fully-Paid Shares of 15s. each in the British Columbia Canning Co. Solicitor, Charles Mylne Barker, Esq., London.—Reversion on death of a gentleman, aged 60, to One-third Share of Freehold Property, estimated value of £4,000. Solicitors, Messrs. Lydall & Sons, London.—Long Leasehold Shop Property, Hither-green, Lewisham, let on three years agreements, at £55, £60, and £50 per annum. Solicitors, Messrs. James & Jones, London. (See advertisements, June 3, p. 7.)

June 14.—Messrs. EDWIN FOX & BOURFIELD, at the Mart, at 2: Freehold Building Estate

at Cricklewood, with an important frontage to the Edgware-road of 170ft. and to Child's Hill-lane of 300ft. Solicitor, J. H. Martin, Esq., London.—Long Leasehold Property, being No. 15, Tudor-street, Blackfriars; let for 14 years at over £1,000 per annum, held direct from the Corporation for 99 years at £250 per annum. Solicitors, Messrs. Mackrell & Co., London. (See advertisements, this week, p. 5.)

June 14.—Messrs. HERRING, SON, & DAW, at the Mart, at 2: Freehold Property, Nos. 156 and 158, Rotherhithe-street, with Building Land in rear. Solicitors, Messrs. King, Burrell, & Marzett, and Messrs. Lovett & Liddle, London. (See advertisement, June 3, p. 6.)

June 15.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:

REVERSIONS:

To a Trust Fund, value £27,380 Railway and Debenture Stock; lady aged 29.

Solicitors, Messrs. Hooper & Wollen, Torquay.

To £5,000, on decease of gentleman aged 67 and lady aged 65. Also to £2,000 on

decease of same lady. Solicitors, Messrs. Colyer & Colyer, London.

To One-third of £10,000, charged upon estates valued at £120,000, on decease of

lives 83, 62, and 60. Solicitor, David T. Jeffreys, Esq., Brecon.

To One-half of a Trust Estate, value £7,397 in Railway and Hotel Shares; lady

aged 73, provided gentleman now 22 survives her, till he is 25; with policy.

Solicitor, C. Perrott-Smith, Esq., London.

To One-seventh Share of a Trust Fund, value £6,500, Railway Stock and Mort-

gages; gentleman aged 73 and 65. Solicitor, Arthur Pike, Esq., London.

REVERSIONARY LIFE INTEREST of gentleman, aged 35, in a Trust Fund of

£1,125 per annum, with policies, receivable on decease of a lady aged 69.

Solicitor, C. Perrott-Smith, Esq., London.

MORTGAGE DEBT of £300 and Interest, on decease of lady aged 85. Solicitors,

Messrs. Linklater, Addison, Brown, & Jones, London.

POLICIES:

For £2,300. Solicitor, Wellington Taylor, Esq., London.

For £2,000, £1,000. Solicitors, Messrs. Eastwood, Wigan, & Champernowne,

London.

For £500. Solicitors, Messrs. Emdell & Thompson, London.

For £500, £200. Solicitors, Messrs. Colbatch, Clark, & Crane, Brighton.

SHARES (VARIOUS).

(See advertisements, this week, back page.)

June 15.—Messrs. C. C. & T. MOORE, at the Mart, at 2: In Four Lots, four well-built

Houses, Mile End-road, near Charrington's Brewery; let at £30 each. Solicitors,

Messrs. Mee & Co., Retford.—Long Leasehold Residence, near "People's Palace,"

value £40 per annum. Solicitor, Cecil J. Rawlinson, Esq., London.—Hackney, Old

Ford, and Bow: Freehold and Leasehold Dwelling-houses, a Freehold Residence, and

a Factory, producing £1,104 14s. per annum. Solicitors, Messrs. Tappin, Taylor, &

Joseph, London. (See advertisements, June 3, p. 11.)

June 15.—Messrs. STIMSON & SONS, at the Mart, at 2: Kennington Park: Leasehold

Ground-rents of £43 7s. 6d., secured upon thirty-one houses (with two shops).

Solicitor, A. Fleming, Esq., London.—Bethnal Green: Leasehold Ground-rents of

£47 per annum, arising from thirty-seven houses. Chelsea: Leasehold Ground-rents

of £21 18s. 6d. per annum, arising from four residences. Solicitor, D. Stock, Esq.,

London.—Victoria Dock (near Fidal Basin Railway Station): Freehold Ground-

rents, amounting to £100 per annum. Solicitor, W. Buttle, Esq., London. (See ad-

vertisements, June 3, p. 6.)

June 15.—Messrs. WALTON & LEE (in conjunction with Messrs. LAWSON, ROPER, &

PROCTER), at the Royal Hotel, Kirby Lonsdale, at 2:—Westmorland and Lancashire:

One and a-half miles from Kirby Lonsdale Station, on the London and North-

Western Railway, 4½ from Arkholme Station on the Midland Railway, 10 from Carn-

forth and Oxenholme, and within easy and rapid access of Leeds, Bradford,

Manchester, and Liverpool, Residential Property distinguished as Lunfield, situate

in the parish of Kirby Lonsdale, the whole occupying an area of about 1,154a. 0r. 21p.

Solicitors, Messrs. Pearson & Pearson, Kirby Lonsdale. (See advertisement, this

week, p. 8.)

June 17.—Messrs. FENN & Co., at the Corn Exchange, Colchester, at 3:—Abberton, Essex:

In one of the most picturesque parts of the county, three miles from Colchester, and

from which London is reached in sixty-five minutes; three miles from the well-known

yachting ports of Wyvenhoe and Rowhedge, on the River Colne, and four miles from

Meresia Island; a charming residential and landed property, known as the Abberton

House Estate, with Badcock's Farm, covering an area of 190a. 0r. 38p. Solicitors,

Messrs. Williamson, Hill, & Co., London. (See advertisements, June 3, p. 10.)

RESULT OF SALE.

Messrs. C. C. & T. MOORE sold at the Mart on Thursday: 34, Holcroft-road, South

Hackney, £500; 4, Heath-street, Stepney, £365; Freehold Factory in Grange-road,

Plaistow, £535; 35, Old Montagu-street, £700; 35a, £730; 37, £725, 16-22, Finch-

street, £2,750. Result, £6,905.

WINDING UP NOTICES.

London Gazette.—FRIDAY, JUNE 2.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CELTIC BARD CO., LIMITED—Creditors are required, on or before July 1, to send their names and addresses, and the particulars of their debts or claims, to R. Hughes-Jones, 88, The Albany, Old Hall st., Liverpool.

COLE & PAGE, LIMITED—Creditors are required, on or before July 1, to send their names and addresses, and the particulars of their debts or claims, to C. F. Massingberd Mundy, 37, Bromham rd., Bedford. Watson, Bedford, solicitor.

GROSVENOR MANIONS CO., LIMITED—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Mr Francis William Pickley, 58, Coleman st. Romer & Haslam, 4, Copthall chbrs, solers to liquidator.

JAMES SAMUELSON & SONS, LIMITED—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Lloyd Eayner, 11, Old Hall st., Liverpool.

"MENDOTA" STEAMSHIP CO., LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Jefferson Hogan, 52, Queen st., Bristol.

STEEL STRIP AND NAIL CO., LIMITED—Creditors are required, on or before July 12, to send their names and addresses, and the particulars of their debts or claims, to William Barclay Post, 3, Lothbury. Lucas & Co., Darlington, solers for liquidator.

WHITAKER BROTHERS & CO (DYERS), LIMITED—Creditors are required, on or before July 15, to send their names and addresses, and the particulars of their debts or claims, to Greaves & Graves, 5, Charles st., Bradford, solers to liquidators.

WRIGHT, POWELL, & CO, LIMITED—Creditors are required, on or before June 21, to send their names, addresses, and particulars of their claims, to Mr Howard Button, 30, New-hall st., Birmingham. Bowen, Birmingham, solers for liquidator.

London Gazette.—TUESDAY, JUNE 6.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRIGGS HAYLAGE SYNDICATE, LIMITED—Petn for winding up, presented May 31, directed to be heard on June 14. Davidson & Morris, 40 and 42, Queen Victoria st., solers for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 13.

CITY OF BALTIMORE UNITED BREWERIES, LIMITED—Creditors are required, on or before July 19, to send their names and addresses, and the particulars of their debts or claims, to William Drinkwater Freeth, of Bishopsgate House. Bircham & Co, Old Broad st., solers to liquidator.

G. R. BLOT & CO, LIMITED—Creditors are required, on or before July 23, to send their names and addresses, and the particulars of their debts or claims, to Mr Andrew Dodds Fairbairn, Cannon st. Wilson & Co, Copthall bldgs, solers to liquidator.

HEAP-SOUTHALL SYNDICATE, LIMITED—Creditors are required, on or before July 21, to send their names and addresses, and the particulars of their debts or claims, to Mr John Edwin Whitham, Barrow House, Halifax. Barrow & Midgley, Halifax, solers to liquidator.

METAL STAMPING AND DECORATING CO., LIMITED—Creditors are required, on or before July 14, to send their names and addresses, and the particulars of their debts or claims, to Hugh Lynn, 21, Baron's Court rd, West Kensington.

NEW & BYRD, LIMITED—Creditors are required, on or before July 7, to send their names and addresses, and the particulars of their debts or claims, to Mr Thomas Ainley Hamner, 15, Harrington st, Liverpool.

PENRHIN AND WOODFIELD COLLIERIES CO., LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before June 20, to send their names and addresses, and the particulars of their debts or claims, to Edward Thomas Parker, 21, Clare st, Bristol.

STAFFORD SANATORIUM AND PRIVATE HOTEL CO., LIMITED—Creditors are required, on or before Friday, June 30, to send their names and addresses, and the particulars of their debts or claims, to George Dean, 9, St Mary's grove, Stafford.

STEAMSHIP "DUMFELL" CO., LIMITED—Creditors are required, on or before July 20, to send their names and addresses, and the particulars of their debts or claims, to James Gillison and Joseph Chadwick, 10, Tower bldgs North, Liverpool.

SYKES & CUTLER RECONSTRUCTION SYNDICATE, LIMITED—Petition for winding up, presented June 2, directed to be heard on June 14. Sparks & Rickards, 32, Walbrook, solers for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 13.

VERMITE SYNDICATE, LIMITED—Creditors are required, on or before July 1, to send their names and addresses, and the particulars of their debts or claims, to Mr Newman M. Ogle, Worcester House, Walbrook. Jenkins & Co, 134, Fenchurch st, solers for liquidator.

FRIENDLY SOCIETIES DISSOLVED.

CLYD TOSTINE SOCIETY, Methodist Chapel, Queen's rd, Bootle, Lancashire. May 31

LOYAL HALL UNITED SISTERS FRIENDLY SOCIETY, Church Green, Derby. May 29

NEWTON FRIENDLY SOCIETY, Craven Arms Hotel, Craven Arms, Salop. May 30

RADCLIFFE HUMANE LODGE, A BRANCH OF THE U.O. MECHANICS, MORPETH UNITY, Radcliffe Colliery, Northumberland. May 30

SOUTHWARK AND NEWINGTON WOMEN'S BENEFIT SOCIETY, 44, Nelson sq, Blackfriars rd. May 29

SPONDON WORKING MEN'S CO-OPERATIVE SOCIETY, LIMITED, Spordon, Derby. May 31

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary Arrangements thoroughly Examined, Tested, and Reported upon by an Expert from The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. Established 23 years. Telegrams, "Sanitation."—[ADVT.]

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette—FRIDAY, June 2.

ADKINSON, ELIZA ANN, Maclefield June 30 Taylor, Maclefield
APPELLEY, JOHN, Gloucester June 30 Langley-Smith, Gloucester
APPLETON, DOROTHY, Southport June 24 Norton & Smith, Liverpool
ARMITAGE, JOHN RAMSDEN, Kirklington Hall, Nottingham June 30 Mumford & Co, Bradford
BAKER, THOMAS JAMES, Newark on Trent June 30 Larken & Co, Newark on Trent
BATTEN, ISAAC, Rood In, Wholesale Tea Merchant July 8 Young & Sons, Mark In
BELL, ANN ELIZABETH, Bedford July 3 Jessop & Son, Bedford
BOWLING, JAMES, Preston July 11 Shuttleworth & Cummins, Preston
BRANKLEY, JOHN, Kingston upon Hull Sept 4 H E & R Mason, Barton upon Humber
CARLYON, EDWARD TREWORTH, and FRANCES MARIA CARLYON, Truro June 30 Carlyon & Stephens, St Austell
CARTER, HENRY, St Swin's In July 3 Sampson, Queen st, Cheapside
CASTELL, THOMAS, Barby, York July 1 Parker & Parker, Selby
CHAMBERLAIN, WILLIAM, Shortlands, Kent July 8 Fairbrother, Leadenhall st
COTTON, AGNES, Leytonstone June 29 Freeman & Son, Foster In, Cheapside
DAVIES, LAURA HENRIETTA AMBROSINA, Hove, Sussex July 1 Langfield, Brighton
DUNNAN, the Right Hon JOHN WILLIAM BARON, Meath, Ireland Aug 1 Johnsons & Co, New sq, Lincoln's Inn
FABRE, MARIE ANTOINETTE JOSEPHINE ADELE, Marcellus, France Aug 1 Harston & Bennett, Bishopsgate st Within
FILDES, THOMAS, Sale, Chester July 31 Diggle & Ogden, Manchester
FISHER, EDWARD, and EMELINE FISHER, Abbotsbury, Devon June 30 Fisher & Co, Ashby de la Zouch
FORBES, EMILY MEROY, Hove, Sussex June 23 Nye & Clewer, Brighton
GARDNER, MATTHEW, Moss Heath, Birmingham July 8 Lee & Russell, Birmingham
GEORGE, THOMAS, Saltley, Birmingham July 3 Phillips, Birmingham
HARRING, ANN MARIA, Folkestone July 1 Maynell & Pemberton, Old Queen st, Storey's gate
HARRISON, ALFRED OSBORNE, Kingston upon Hull, Bricklayer July 3 T & A Priestman, Hull
HOLLAND, HERBERT BASSET, Epsom July 3 Murray & Co, Birch In
HUGHES DAVID ARTHUR, Chorlton upon Medlock, Manchester, Telegraphist June 17 Watson & Booth, Manchester
HUNNOS, ELIZABETH, Iford, Essex June 30 Tyler, Iford
HURLEY, MARIA, Leamington June 24 Field & Sons, Leamington
JOHNSON, CHARLES BROTHERTON, Prescot, Lancs July 1 Tyter, Prescot
KITTOW, RICHARD, Altarnun, Cornwall July 14 Blight, Callington
LINDLEY, JOSEPH, Blackpool July 1 Bond, Golden sq

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, May 28.

ADJUDICATIONS ANNULLED.

ABBOTT, JOHN KITCHEN, Leeds, Tobaccoist Leeds Adjud Feb 25 Annual May 8
POTTER, CHARLES WILLIAM, Stafford rd, Twickenham Bradford Adjud Aug 23, 1898 Annual April 23, 1899

London Gazette.—FRIDAY, June 2.

RECEIVING ORDERS.

AMBLER, WILLIAM, Hunslet, Leeds, Turner Leeds Pet May 29 Ord May 29

ANSON, WILLIAM JOHN, Wolverhampton, Grocer Wolverhampton Pet May 30 Ord May 30
ATKINSON, JOHN CLIFFORD, Carlisle, Cabinet Maker Carlisle Pet May 29 Ord May 29
BENNETT, GEORGE, Shadwell, Licensed Victualler High Court Pet May 30 Ord May 30
BENNETT, THOMAS, Gloucester, Jobbing Mason Newport Mon Pet May 30 Ord May 30
BRODLAND, THOMAS, Dartford, Kent, Grocer Rochester Pet May 11 Ord May 29
BROADBURY, FREDERICK, Sandbach, Chester, Confectioner Macclesfield Pet May 27 Ord May 27
BROCKBANK, JOHN, Lindal in Furness, Lancaster, Licensed Victualler Ulverston Pet May 31 Ord May 31

CHESHIRE, WILLIAM, Atherstone, Warwick, Boot Dealer Birmingham Pet May 29 Ord May 29
CHILD, MARY ANN, Kenilworth Town High Court Pet May 29 Ord May 29
COCKBRIDGE, HERBERT MORELEY, Farringdon st, Cycle Manufacture High Court Pet May 30 Ord May 30
COLE, JOHN LAWRY, Ipswich, Auctioneer Ipswich Pet May 29 Ord May 29
DEAN, GEORGE ROBERT, Ilkeston, Derby, Builder Derby Pet May 17 Ord May 29
DINHAM, WALTER, Coraham, Wilts, Grocer Bath Pet May 29 Ord May 29
DYER, FRANCIS THOMAS HOOK, Exmouth, Innkeeper Exeter Pet May 30 Ord May 30

MALLET, JAMES, Camden Town, Licensed Victualler July 13 Stileman & Co, Southampton st, Bloomsbury
MELIOR, JAMES, Ashton under Lyne June 14 Pownall, Ashton under Lyne
MICHELL, RICHARD, Kensington Park gds July 1 Clarkson & Co, Lime st
MIST, ANN, Southampton July 3 Davy & Jackson, Ringwood, Hants
MIST, ARTHUR, Southampton, Independent Minister July 3 Davy & Jackson, Ringwood, Hants
ORMEROD, THOMAS THEODORE, Cambridge July 17 Neish & Co, Watling st
PEARSON, JOHN, Lower Clapton July 1 Oldman & Co, Old Serjeants' inn
POOLE, REV ALEXANDER, West Moon Rectory, Hants July 1 Vincent, Hyde, I of W
RANDOLPH, REV EDWARD JOHN, Dunnington, York July 15 Meynell & Pemberton, Old Queen st, Storey's gate
REDMAN, EDWARD, Tenterden, Kent, Builder June 30 Mace & Sons, Tenterden
ROSCOE, MARY, Gnosall, Stafford July 8 Liddle, Newport, Salop
SATOW, MARIE MAGDALENE PAULINE, Folkestone July 16 Hollams & Co, Mincing In
SCULLY, JAMES, Whipsh st, Butter Merchant July 15 Thos. H. Jackson, Liverpool
SCHLOSSER, WILLIAM, Fellows rd, Hampstead July 21 Munn & Longden, Old Jewry
SIMS, SAMUEL, Waddington, Lincoln, Farmer July 6 Andrew & Trotter, Lincoln
STANLAND, MEABURN, Brighton July 20 R. W. Standland, Boston
STUTCLIFFE, SUSAN, Halifax June 30 Jubb & Co, Halifax
TAYLOR, the Rev. RICHARD HOWELL, Kemble Vicarage, Glos July 15 Ley & Co., Carey st
THURSTANS, WILLIAM JAMES, Selby, York July 1 Parker & Parker, Selby
VINES, EDWARD, Haldres, Nottingham June 14 Carier, Nottingham
WELLS, HARRIETT, Boston, Lincs July 10 Staniland, Boston
WILLIAMSON, ALFRED, Ely, Cambridge, Grocer July 1 Hall, Ely
WOODHOUSE, MARY, Leominster June 24 Gosling, Leominster

London Gazette.—TUESDAY, June 6.

ADKINS, HENRY, Northfield, Worcester Sept 29 Matthews & Co, Birmingham
ARRAN, the Right Hon ELIZABETH MARIANNE Countess of, Chesham st July 7 Lee & Pemberton, Lincoln's Inn fields
BAKER, HARRY, Teddington June 24 Wilkinson & Co, Bedford st, Covent Garden
BARRINGTON, EDMA, Chorlton on Medlock, Manchester July 7 Sampson & Price, Manchester
BLUNT, MAURICE DEAR, Emsworth, Hants August 1 Bodman, Lancaster pl, Strand
BRETTHINGHAM, ANN HELEN JEWELL, Westbourne Park July 18 Woodcock & Co, Bloomsbury sq
BROUGHTON, BENJAMIN, Manningham, Bradford July 6 Wilson & Stanfield, Bradford
BURROWS, JOHN WILLIAM, Bethnal Green June 30 Voss, Bethnal Green rd
CHRISTON, WILLIAM WILKINSON, Newcastle upon Tyne, Draper June 20 Lundie, Newcastle upon Tyne
COOPER, EDMUND, Preston, Auctioneer June 24 Thompson & Oakley, Preston
COX, HESTER, Thornbury, Glos July 15 Crossman & Co, Thornbury R30
DAVIES, PETER ROWLAND, Manchester, Licensed Victualler July 6 Mann & Rooks, Manchester
DENNING, ELEANOR DRAYTON, Winchcombe, Glos July 1 Newman & Co, Yeovil
DENNING, THOMAS ALFRED, Gracechurch st, Solicitor June 23 Cooksey, Old Hill, Stafford
FALKNER, ELIZABETH, Bowdon, Chester June 8 Rigby, Manchester
GAME, ALICE MAUDE, Albert st, Regent's Park July 1 Maddison, King's Arms yard
GAIBSIDE, HANNAH, Huddersfield, Licensed Victualler June 30 Wilmshurst & Stones, Huddersfield
HARDYMAN, THOMAS PHILLIP, New Wandsworth, Beerhouse Keeper June 28 Corsellis & Co, Wandsworth
HEATHER, ROBERT, Gosport, Hants, Licensed Victualler July 4 Blake & Co, Portsmouth
HINDE, JANE, Stretton, Stafford July 24 Tomkinson & Co, Burslem
HOLLNESS, HENRY, Herne Bay, Kent June 30 Jones, Herne Bay
JONES, JOHN FORD, Alveston, Glos, Yeoman July 15 Crossman & Co, Thornbury R30
LEER, EDWARD FOX, Alsager, Chester June 30 Sproston, Newcastle under Lyne
LIPKIE, MARK, Manchester July 6 Dixon & Linnell, Manchester
LLOYD, GEORGE ARTHUR, Teignmouth, Devon July 20 Temple, Teignmouth
LUSH, FREDERICK MATTHEW, Devizes, Wilts, Solicitor July 6 Jackson & Jackson, Devizes
MORGAN, JOHN ARTHUR, Mamhilad, Monmouth, Farmer Aug 1 Watkins & Co, Pontypool
MULLETT, ELIZA, Longton, Stafford June 17 Sproston, Newcastle
OWEN, SAMUEL RICHARD JOHN, Southampton July 18 Woodcock & Co, Bloomsbury
PARSONS, FREDERICK WILLIAM, Barrett st, Manchester sq, Coachman July 10 White, New inn, Strand
PLUMMER, GEORGE BLYTH, Maunby, York, Farmer June 29 Waistell, Northallerton
PRICE, EDWARD WILLIAM, Bristol June 30 Harwood & Boufflower, Bristol
PYWELL, JAMES, Leicester July 11 Stevenson & Son, Leicester
RABNAY, WILLIAM HENRY, Scarborough July 19 Turnbull & Son, Scarborough
RIDLEY, JOHN HINDMARSH, Middlesbrough, Contractor July 22 Radcliffe & Co, Cross st, Charing Cross
SANDERS, FREDERICK, Lower Clapton July 20 Sewell & Co, Old Broad st
SANDERSON, SARAH, Crofton, York July 1 Mander & Co, Wakefield
SHACKLOCK, JOHN, Padham, Lancaster, Wheelwright July 8 Waddington, Burnley
SHEPPARD, OSBORNE, Neath, Glam, Land Agent July 18 Woodcock & Co, Bloomsbury
SIMON, WILLIAM, Whitehaven June 30 Thompson, Whitehaven
SPRAGG, RICHARD, Wallasey, Chester, Brewer July 4 Simpson & Co, Liverpool
TABER, WILLIAM, Harpole, Northampton, Innkeeper July 1 Becke & Green, Northampton
THOMSON, MARIA HUGHES, South Kensington July 1 Maddison, King's Arms yd
WHITNEY, ANNE, Ombersley, Worcester July 18 F & H Corbett, Worcester
WILLIS, JOHN, Devonport July 19 Gard, Devonport
WRAV, WILLIAM, Scarborough, Seaman June 28 Watts & Co, Scarborough

With Pet Slay

SEWELL, ROBERT, High Coniscliffe, Durham, Farmer
Stockton on Tees Pet May 5 Ord May 30
SHANKS, FRANK, Middleborough, Tobaccoist Stockton
on Tees Pet May 30 Ord May 30
SHAW, ALBERT ROLAND, St Martin's la, Company Promoter
High Court Pet Feb 25 Ord May 12
SHAW, THOMAS, Leicester Leicester Pet May 30 Ord
May 30
SHORT, WILLIAM, Laxfield, Suffolk, Baker Ipswich Pet
May 29 Ord May 29
SMITH, CHARLES FREDERICK, Derby, Butcher Derby Pet
May 27 Ord M-y 29
STAPLES, JAMES, Chirton, Wilt, Farmer Bath Pet May
29 Ord May 29
TAYLOR, SIDNEY FRANCIS HOLLIS, and HERBERT ROUGH
Kilgill, Queens Victoria St, Lithographic artists High
Court Pet April 26 Ord May 29
TOMKINSON, WILLIAM, Warrington, Insurance Agent
Warrington Pet May 30 Ord May 30
WALKER, EDWARD JOHN, Lowestoft, Smackowner Great
Yarmouth Pet May 29 Ord May 29
WARREN, ROBERT CHARLES, Lancaster, Auctioneer
Preston Pet May 30 Ord May 30
WILLIAMS, GERRARD, Longwood Vicarage, nr Huddersfield
Huddersfield Pet May 29 Ord May 30
WILLIAMS, J. J. ADJUDICATION ANNULL'D.
WELLINGHAM, ARTHUR, Guist, Norfolk, Farmer Norwich
Adjud Oct 16, 1897 Annull May 31, 1899

London Gazette.—TUESDAY, June 6.
RECEIVING ORDERS.

BALLINGER, SARAH ANN, Ombervale, Worcesters, Baker
Worcester Pet June 2 Ord June 2
BOLT, JAMES JOHN, Wimbledon, Jeweller's Assistant
Kingston, Surrey Pet March 24 Ord June 1
CLARKE, EDWIN, Burwell, Cambridges, Carpenter
Cambridge Pet June 2 Ord June 2
CLARKE, JOHN, Farnham, Surrey, Nurseryman Guild-
ford Pet June 2 Ord June 3
CORKE, FREDERICK HUNTLEY, Old Bond st, Hosiery, &c
High Court Pet May 9 Ord May 30
CUSHWORTH, GEORGE, Newtown, Leeds, Currier Leeds
Pet June 2 Ord June 2
DAVIES, EDWARD JAMES, Holt, Worcesters, Farmer
Worcester Pet May 31 Ord May 31
FINDELL, CHARLES, Streatham Wandsworth Pet May 4
Ord June 1
GALL, CHARLES, Exton, Dulverton, Somerset, General
Carrier Exeter Pet June 3 Ord June 3
GLOVER, ARTHUR, Bredhurst, Kent, Grocer Maidstone
Pet June 1 Ord June 1
GREENWOOD, JOHN, Burnley, Plumber Burnley Pet June
2 Ord June 2
GURNEY, URBAN, Leicester, Joiner Leicester Pet June 1
Ord June 1
HARRISON, GEORGE, Sheffield, Grocer Sheffield Pet June
2 Ord June 2
HASLAM, STEPHEN, Chester, Innkeeper Chester Pet June
2 Ord June 2
HEWITT, HENRY, Rainhill, Lancaster, Market Gardener
Liverpool Pet June 2 Ord June 2
HUGGINS, WILLIAM, Hackney, Timber Merchant High
Court Pet May 17 Ord June 2
INSHAW, JOHN G, Aston, Warwick, Paper Manufacturer
Birmingham Pet May 18 Ord June 1
JONES, DAVID HARRIS, Newcastle, Grocer, Glass, Whole-
sale Fruitgrower Swansea Pet June 1 Ord June 1
LIGHTFOOT, THOMAS, Middleborough, Bricklayer Stockton
on Tees Pet June 1 Ord June 1
LININGTON, WALTER, Swanage, Dorset, Butcher Poole
Pet June 2 Ord June 2
LLOYD, WILLIAM HENRY, Swansea, Baker Swansea Pet
June 3 Ord June 3
MADDOCK, HORACE ALGERNON, Hove, Sussex Brighton
Pet April 28 Ord June 2
MANNERS, FREDERICK WILLIAM JOHN MANNERS, Hove,
Sussex Brighton Pet June 1 Ord June 1
MITCHELL, ARTHUR, Frome, Somerset, Grocer Frome Pet
June 3 Ord June 3
NEATE, EDWIN, North davernake, Wilt, Farmer Swindon
Pet June 1 Ord June 1
NEWELL, THOMAS, Avenue rd, Southall, Architect Windsor
Pet June 1 Ord June 1
OAKLEY, WILLIAM ARTHUR, Bow, Ironfounder High
Court Pet June 2 Ord June 2
PASFIELD, LUTHER, Paulton, Somerset, Draper Wells
Pet May 11 Ord June 2
PENFOLD, ABIGAIL W, Aldersgate st, Mantle Manufacturer
High Court Pet March 16 Ord May 31
RICKARD, HARRY ARCHIBALD, Southport, Auctioneer Liver-
pool Pet May 8 Ord June 2
SARDLER, EDWIN JOHN, Radford, Nottingham Nottingham
Pet June 2 Ord June 2
SCHLESFELDSTEIN, AARON, Commercial rd, Hosiery High Court
Pet May 12 Ord June 1
SEITER, CHRISTIAN, Barnsbury High Court Pet May 11
Ord June 1
SMITH, GEORGE MENY, Irchester, Northampton, Boot
Manufacturer Northampton Pet June 2 Ord June 2
SMITH, JAMES ALEXANDER, South Bank, York, Grocer
Stockton on Tees Pet June 3 Ord June 2
STERN, JAMES, Oldham, Bagging Dealer Dewsbury
Pet June 3 Ord June 3
THOMPSON, WILLIAM FRANCIS, Winch St Peter, Cambs,
Glass Dealer King's Lynn Pet June 2 Ord June 2
TOWNSEND, ERNEST GEORGE, Halifax, Joiner Halifax
Pet June 2 Ord June 2
WILLIAMS, EDWARD HENRY, Wigan Wigan Pet May 6
Ord June 1
WINDRANK, JAMES JOSEPH, Liphook, Hants, Blacksmith
Farnham Pet June 1 Ord June 1
WRIGHT, JOHN, Nottingham, Joiner Nottingham Pet
June 2 Ord June 2

ORDER RESCINDING RECEIVING ORDER AND
DISMISSING PETITION.

OOK, DAVID, Queen Victoria st, Engineer High Court
Pet Feb 10 Rec Ord March 28 Resc and Dis June 5

FIRST MEETINGS.

ANDLER, WILLIAM, Hummel, Leeds, Turner June 14 at 11
Of Rec, 22, Park row, Leeds

ATKINSON, JOHN CLIFFORD, Carlisle, Cabinet Maker June 19 at 3 Off Rec, 34, Fisher st, Carlisle

AUSTIN, ARTHUR, Belham June 13 at 11.30 24, Railway app, London Bridge

BANHAM, ROBERT, and JOHN HENRY BANHAM, Stoughton, nrculldford, Builders June 14 at 12 24, Railway app, London Bridge

BRELAUER, MORITZ LOUIS, Brighton, Company Promoter June 15 at 10.30 Off Rec, 4, Pavilion bldgs, Brighton

BROADHURST, FREDERICK, Sandbach, Cheshire, Confectioner June 15 at 10.30 Off Rec, 23, King Edward st, Macclesfield

BYATT, HUGH ROWLAND, Alton, Stafford, Beerhouse Keeper June 13 at 11 Off Rec, Newcastle under Lyme

CORNER, FRANK JAMES, Nottingham, Licensed Victualler June 13 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

DINHAM, WALTER, Corsham, Wilts, Grocer June 14 at 12 Off Rec, Haldwin st, Bristol

FAIRHURST, GEORGE, Minshall Vernon, Cheshire, Wheelwright June 15 at 11.30, Royal Hotel, Crewe

FILBY CHARLES, Brosey, Kent, Butcher's Assistant June 13 at 2.30 Bankruptcy bldgs, Carey st

GALT, CHARLES, Dulverton, Somerset, General Carrier June 14 at 10.45 Off Rec, 13, Bedford circus, Exeter

CASTRELL, EDWARD JESSE, Cheltenham, Washing Machine Manufacturer June 15 at 3.15 County Court bldgs, Cheltenham

GLOVER, ARTHUR, Bredhurst, Kent, Grocer June 14 at 11 Off Rec, 9, King st, Maidstone

HAMMOND, FRANK WILLIAM, Midhurst, Auctioneer June 14 at 2 Swan Hotel, Pulborough

HEMANS, CHARLES, Boscombe, Hants June 14 at 12.30 Off Rec, Endless st, Salisbury

HUGGINS, WILLIAM, Hackney, Timber Merchant June 13 at 11 Bankruptcy bldgs, Carey st

JOHNS, THOMAS MARTYN, Cheltenham June 15 at 4 County Court bldgs, Cheltenham

JONES, JOHN JACOB, Morriston, Glam, Tailor June 13 at 12 Off Rec, 31, Alexandra rd, Swansea

LAPRAIK, JOHN DOUGLAS, Clement's in June 14 at 12 Bankruptcy bldgs, Carey st

LEIGH, WILLIAM, Northwich June 15 at 11 Royal Hotel, Crewe

LESTER, HENRY, JUD, Clitheroe, Lancs, Tea Dealer June 14 at 11.30 County Court house, Blackburn

LOGAN, JOHN MAXWELL, Chesterton, Cambs, Boatbuilder June 13 at 11 Off Rec, 5, Petty Curry, Cambridge

MANNERS, FREDERICK WILLIAM JOHN MANNERS, Hove, Sussex June 15 at 3 Off Rec, 4, Pavilion bldgs, Brighton

MARSLAND, JOHN WILLIAM, Stockport, Machine Agent June 15 at 11 Off Rec, County chmbrs, Market pl, Stockport

OAKLEY, WILLIAM ARTHUR, Bow, Ironfounder June 14 at 2.30 Bankruptcy bldgs, Carey st

PAGE, FRANK, FREEMAN, Sutton, Nurseryman June 16 at 12.30 24, Railway app, London bridge

PASFIELD, LUTHER, Paulton, Somerset, Draper June 14 at 12.30 Off Rec, Baldwin st, Bristol

PHILPIN, THOMAS, Haverfordwest, Grocer June 16 at 12 Temperance Hall, Pembroke Dock

PRETTY, CLEMENT, Leicester, Butcher June 13 at 12.30 Off Rec, 1, Berridge st, Leicester

RAWSTON, HENRY, Walsingham, Norfolk, Builder June 17 at 1 Off Rec, 8, King st, Norfolk

REES, THOMAS BOWEN, Neath, Glam, Grocer June 13 at 12.30 Off Rec, 31, Alexandra rd, Swansea

SHAW, THOMAS, Leicester June 13 at 3 Off Rec, 1, Berridge st, Leicester

STAPLES, JAMES, Chilton, Wilts, Farmer June 13 at 1 Bear Hotel, Devizes, Wilts

SCHMERS, WILLIAM, Porth, Glam, Refreshment house Keeper June 13 at 12 125, High st, Merthyr Tydfil

TOMKINSON, WILLIAM, Warrington, Insurance Agent July 7 at 10.50 Court house, Palmys sq, Warrington

TUTTLE, CHARLES, Anley, General Draper June 15 at 11.30 24, Railway app, London Bridge

WILLIAMS, EDWARD HENRY, Wigan June 15 at 3 Off Rec, Byron st, Manchester

WILSON, JAMES MICHAEL, Newcastle on Tyne, Builder June 25 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne

WINDIBANK, JAMES JOSEPH, Liphook, Hants, Blacksmith June 13 at 3 Off Rec, Cambridge June, High st, Portsmouth

WRIGHT, PETER, St Helen's, Lancs, Foreign Correspondent June 20 at 2.30 Off Rec, 35, Victoria st, Liverpool

ADJUDICATIONS.

ATKINSON, GEORGE, Adwood, nr Stockport, Architect stockport Pet May 8 Ord June 2

BALLINGER, SARAH ANN, Ombelway, Worcesters, Baker Worcester Pet June 2 Ord June 2

BROADHURST, FREDERICK, Sandbach, Chester, Confectioner Macclesfield Pet May 27 Ord May 30

CLARKE, EDWIN, Burwell, Cambs, Carpenter Cambridge Pet June 2 Ord June 2

CLARKE, JOSEPH, Farnham, Surrey, Nurseryman Guildford Pet June 3 Ord June 3

CUSHWORTH, GEORGE, Leeds, Currier Leeds Pet June 2 Ord June 2

DAVIES, EDWARD JAMES, Holt, Worcesters, Farmer Worcester Pet May 31 Ord May 31

GALE, CHARLES, Dulverton, Somerset, General Carrier Exeter Pet June 3 Ord June 3

GLOVER, ARTHUR, Bredhurst, Kent, Grocer Maidstone Pet June 1 Ord June 2

GREENWOOD, JOHN, Burnley, Plumber Burnley Pet June 2 Ord June 2

GURNEY, URBAN, Leicester, Joiner Leicester Pet June 1 Ord June 1

HAMMOND, FRANK WILLIAM, Midhurst, Auctioneer Brighton Pet April 17 Ord June 2

HARRISON, GEORGE, Sheffield, Grocer Sheffield Pet June 2 Ord June 2

HANLAN, STEPHEN, Chester, Innkeeper Chester Pet June 2 Ord June 2

HEWITT, HENRY, Rainhill, Lancs, Market Gardener Liverpool Pet June 2 Ord June 2

JONES, DAVID HARRIS, Pwllheli, Gower, Glam, Wholesale Fruiterer Swansea Pet June 1 Ord June 1

KRESHAV, ELIZA MARGARET, Oxford terr, Edgward rd High Court Pet Feb 2 Ord June 1

LAZELL, CHARLES EDWARD, Uppminster, Essex, Plumber Chelmsford Pet May 30 Ord June 1

LEIGH, WILLIAM, Northwich Nantwich Pet May 24 Ord June 1

LIGHTFOOT, THOMAS, Middlesbrough, Bricklayer Stockton on Tees Pet June 1 Ord June 1

LINCOLN, EDWARD, King st, Westminster, Licensed Victualler High Court Pet April 6 Ord May 31

LLOYD, WILLIAM HENRY, Swansea, Baker Swansea Pet June 3 Ord June 3

MANNERS, FREDERICK WILLIAM JOHN MANNERS, Hove, Sussex Brighton Pet June 1 Ord June 3

MITCHELL, ARTHUR, Frome, Somerset, Grocer Frome Pet June 3 Ord June 3

MOORE, GEORGE, Cowley, Oxford Oxford Pet May 12 Ord June 3

NEWELL, THOMAS, Southall, Architect Windsor Pet June 1 Ord June 1

O'BRIEN, JOHN FRANCIS, Greenheys, Manchester, Inventor Manchester Pet April 18 Ord June 3

PHILPIN, THOMAS, Haverfordwest, Pembroke, Grocer Pembroke Dock Pet May 19 Ord June 3

REMYNTO, ARTHUR, King's Heath, Worcester, Stonemason Birmingham Pet May 28 Ord June 3

SANDER, EDWIN JOHN, Radford, Notts Nottingham Pet June 2 Ord June 2

SMITH, ALFRED, Liverpool, Builder Liverpool Pet May 8 Ord June 1

SMITH, GEORGE HENRY, Rochester, Northampton, Boot Manufacturer Northampton Pet June 2 Ord June 2

SMITH, JAMES ALEXANDER, South Bank, York, Grocer Stockton on Tees Pet June 3 Ord June 2

TERRY, HENRY, Oseott, York, Bagging Dealer Dewsbury Pet June 3 Ord June 3

THOMPSON, WILLIAM FRANCIS, Wisbech St Peter, Cambs, Grocer King's Lynn Pet June 2 Ord June 2

TOWNSEND, ERNEST GEORGE, Halifax, Joiner Halifax Pet June 2 Ord June 2

WHARTON, HAROLD, Liverpool High Court Pet March 25 Ord May 29

WINDIBANK, JAMES JOSEPH, Liphook, Hants, Blacksmith Portsmouth Pet June 1 Ord June 1

WOODFORD, JAMES, Maids vale, Company Promoter High Court Pet March 29 Ord June 1

WRIGHT, JOHN, Nottingham, Joiner Nottingham Pet June 2 Ord June 2

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ESTATES, Reversions, Shares, Life Interests, &c., at the
AUCTION MART, Tokenhouse-yard, E.C.

Other appointments for intermediate Sales will also be
arranged.

Thursday, June 22.	Thursday, September 21.
Thursday, June 29.	Thursday, October 12.
Thursday, July 6.	Thursday, October 26.
Thursday, July 13.	Thursday, November 16.
Thursday, July 20.	Thursday, November 23.
Thursday, July 27.	Thursday, December 7.
Thursday, August 3.	Thursday, December 14.
Thursday, August 10.	

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ment columns of "The Times," "Standard," and
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